
New Road and Parking Lot Maintenance and Construction

Lake Shelbyville, Shelbyville, IL

SPECIFICATIONS FOR

New Road and Parking Lot Maintenance and Construction

Lake Shelbyville, Shelbyville, IL

SOLICITATION NO. DACW43-01-B-0207

THIS SOLICITATION IS 100% SMALL BUSINESS SET-ASIDE



**US Army Corps
of Engineers
St. Louis District**

Gateway to Excellence

February 2001

Table Of Contents

DACW43-01-B-0207

Contract Requirements

SF Form 1442	Solicitation, Offer, and Award
Section 00010	Supplies or Services and Prices/Costs
Section 00100	Instructions, Conditions, and Notices to Bidders
Section 00600	Representations and Certifications
Section 00700	Contract Clauses
Wage Rates	Illinois Wage Determination Number IL000015
Section 800	Special Contract Requirements/Specifications
Scope Of Work	Scope Of Work

Appendices

Appendix A	Concrete Curb
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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. DACW43-01-B-0207	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 26-Feb-2001	PAGE OF PAGES 1 OF 2
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. W81C8X-1011-0978		6. PROJECT NO.	
7. ISSUED BY CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST, RM 4.207 ST LOUIS MO 63103-2833 TEL: FAX:		CODE DACW43	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME TRENIECE L. SUTHERLIN		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 314-331-8508		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> PARKING LOT AND ROAD REHABILITATION & MAINTENANCE AT LAKE SHELBYVILLE, SHELBYVILLE, IL. Furnish all labor, materials, equipment and supplies necessary to perform parking lot and road rehabilitat9on as specified in delivery orders issued against as Indefinite Quantity Contract. * See Section 00700, Contract Clauses for period of performance of the contract as well as information concerning delivery order performance time.					
11. The Contractor shall begin performance within ____*____ calendar days and complete it within ____*____ calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Block 10 _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and ____0____ copies to perform the work required are due at the place specified in Item 8 by <u>11:00:00</u> <i>(hour)</i> local time <u>03/27/01</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

MAIN TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
	SOLICITATION, OFFER, AND AWARD (SF 1442)
00010	SF 1442 and BIDDING SCHEDULE
00100	INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS
00600	REPRESENTATIONS AND CERTIFICATIONS
00700	CONTRACT CLAUSES
	WAGE DETERMINATION NUMBER IL000015
00800	SPECIAL CONTRACT REQUIREMENTS
	TECHNICAL PROVISIONS/ SCOPE OF WORK APPENDIX A

SECTION 00010 Solicitation Contract Form

SUPPLIES OR SERVICES AND PRICES/COSTS

Furnish all labor, equipment and material necessary to perform Road Extension, Parking Lot and Road Rehabilitation & Maintenance at Lake Shelbyville, Shelbyville, Illinois

Note 1. All quantities are estimated and are to be used for bid evaluation purpose only.

Note 2. Prices must be on a firm basis.

Note 3. The units of issue (U/I) are as follows:

CY – Cubic Yard

TN - Ton

EA – Each

LF – Linear Foot

SY – Square Yard

GL - Gallon

HR – Hour

SF - Square Foot

ITEM	DESCRIPTION	QUANTIT Y	U/I	UNIT PRICE	AMOUNT
0001	Earthwork - Top Soil	200	CY	____.____	____.____
0002	Patching	150	SY	____.____	____.____
0003	Road Widening	250	SY	____.____	____.____
0004	Leveling Binder	125	TN	____.____	____.____
0005	Bituminus Concrete Surface	200	TN	____.____	____.____
0006	Geotextile	4,000	SY	____.____	____.____
0007	Reflective Crack Control Treatment				
0007A	Reflective Crack Control System (A)	1,000	SY	____.____	____.____
0007B	Reflective Crack Control System (B)	500	LF	____.____	____.____
0008	Slurry Seal	30,000	SY	____.____	____.____
0009	Crack Sealing	400	GL	____.____	____.____
0010	Joint Sealing	150	GL	____.____	____.____
0011	Portland Cement Concrete Surface	100	CY	____.____	____.____
0012	Concrete Curb	100	LF	____.____	____.____
0013	Prime Coat	350	GL	____.____	____.____

0014	Tack Coat	700	GL	____.____	____.____
0015	Seal Coat	20,000	SY	____.____	____.____
0016	Road Stone	500	TN	____.____	____.____
0017	Fine Aggregate	100	TN	____.____	____.____
0018	Traffic Stripping and Arrows	2,000	SF	____.____	____.____
0019	Bituminus Surface Removal				
0019A	Quantities up to 20,000	20,000	SY	____.____	____.____
0019B	Additional Quantities	10,000	SY	____.____	____.____
0020	Motor Grader, Mobilization and	2	EA	____.____	____.____
	Demobilization				
0021	Motor Grader	25	HR	____.____	____.____
0022	Backhoe, Mobilization and	2	EA	____.____	____.____
	Demobilization				
0023	Backhoe	35	HR	____.____	____.____
0024	Roller, Mobilization and	2	EA	____.____	____.____
	Demobilization				
0025	Roller	25	HR	____.____	____.____
0026	Dump Truck, Mobilization and	2	EA	____.____	____.____
	Demobilization				
0027	Dump Truck	30	HR	____.____	____.____
0028	Front End Loader, Mobilization	2	EA	____.____	____.____
	and				
	Demobilization				
0029	Front End Loader	30	HR	____.____	____.____
0030	Hydraulic Excavator,	2	EA	____.____	____.____
	Mobilization and				
	Demobilization				
0031	Hydraulic Excavator	30	HR	____.____	____.____
0032	Dozer, Mobilization and	2	EA	____.____	____.____
	Demobilization				
0033	Dozer	45	HR	____.____	____.____
0034	Establishment of Turf	20,000	SY	____.____	____.____

Total Base Year:

\$ _____

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OPTION YEAR NO. 1

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
1001	Earthwork - Top Soil	200	CY	____.____	____.____
1002	Patching	150	SY	____.____	____.____
1003	Road Widening	250	SY	____.____	____.____
1004	Leveling Binder	125	TN	____.____	____.____
1005	Bituminus Concrete Surfase	200	TN	____.____	____.____
1006	Geotextile	4,000	SY	____.____	____.____
1007	Reflective Crack Control Treatment				
1007A	Reflective Crack Control System (A)	1,000	SY	____.____	____.____
1007B	Reflective Crack Control System (B)	500	LF	____.____	____.____
1008	Slurry Seal	30,000	SY	____.____	____.____
1009	Crack Sealing	400	GL	____.____	____.____
1010	Joint Sealing	150	GL	____.____	____.____
1011	Portland Cement Concrete Surface	100	CY	____.____	____.____
1012	Concrete Curb	100	LF	____.____	____.____
1013	Prime Coat	350	GL	____.____	____.____
1014	Tack Coat	700	GL	____.____	____.____
1015	Seal Coat	20,000	SY	____.____	____.____
1016	Road Stone	500	TN	____.____	____.____
1017	Fine Aggregate	100	TN	____.____	____.____
1018	Traffic Stripping and Arrows	2,000	SF	____.____	____.____
1019	Bituminus Surface Removal				
1019A	Quantities up to 20,000	20,000	SY	____.____	____.____
1019B	Additional Quantities	10,000	SY	____.____	____.____
1020	Motor Grader, Mobilization and Demobilization	2	EA	____.____	____.____
1021	Motor Grader	25	HR	____.____	____.____
1022	Backhoe, Mobilization and Demobilization	2	EA	____.____	____.____
1023	Backhoe	35	HR	____.____	____.____
1024	Roller, Mobilization and Demobilization	2	EA	____.____	____.____
1025	Roller	25	HR	____.____	____.____
1026	Dump Truck, Mobilization and Demobilization	2	EA	____.____	____.____
1027	Dump Truck	30	HR	____.____	____.____
1028	Front End Loader, Mobilization and Demobilization	2	EA	____.____	____.____

1029	Front End Loader	30	HR	____.____	____.____
1030	Hydraulic Excavator, Mobilization and Demobilization	2	EA	____.____	____.____
1031	Hydraulic Excavator	30	HR	____.____	____.____
1032	Dozer, Mobilization and Demobilization	2	EA	____.____	____.____
1033	Dozer	45	HR	____.____	____.____
1034	Establishment of Turf	20,000	SY	____.____	____.____
Total Option Year No. 1				\$_____	

Option Year No. 2

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
2001	Earthwork - Top Soil	200	CY	____.____	____.____
2002	Patching	150	SY	____.____	____.____
2003	Road Widening	250	SY	____.____	____.____
2004	Leveling Binder	125	TN	____.____	____.____
2005	Bituminus Concrete Surfase	200	TN	____.____	____.____
2006	Geotextile	4,000	SY	____.____	____.____
2007	Reflective Crack Control Treatment				
2007A	Reflective Crack Control System (A)	1,000	SY	____.____	____.____
2007B	Reflective Crack Control System (B)	500	LF	____.____	____.____
2008	Slurry Seal	30,000	SY	____.____	____.____
2009	Crack Sealing	400	GL	____.____	____.____
2010	Joint Sealing	150	GL	____.____	____.____
2011	Portland Cement Concrete Surface	100	CY	____.____	____.____
2012	Concrete Curb	100	LF	____.____	____.____
2013	Prime Coat	350	GL	____.____	____.____
2014	Tack Coat	700	GL	____.____	____.____
2015	Seal Coat	20,000	SY	____.____	____.____
2016	Road Stone	500	TN	____.____	____.____
2017	Fine Aggregate	100	TN	____.____	____.____
2018	Traffic Stripping and Arrows	2,000	SF	____.____	____.____
2019	Bituminus Surface Removal				
2019A	Quantities up to 20,000	20,000	SY	____.____	____.____
2019B	Additional Quantities	10,000	SY	____.____	____.____
2020	Motor Grader, Mobilization and Demobilization	2	EA	____.____	____.____
2021	Motor Grader	25	HR	____.____	____.____
2022	Backhoe, Mobilization and Demobilization	2	EA	____.____	____.____
2023	Backhoe	35	HR	____.____	____.____
2024	Roller, Mobilization and Demobilization	2	EA	____.____	____.____
2025	Roller	25	HR	____.____	____.____
2026	Dump Truck, Mobilization and Demobilization	2	EA	____.____	____.____
2027	Dump Truck	30	HR	____.____	____.____
2028	Front End Loader, Mobilization and Demobilization	2	EA	____.____	____.____

2029	Front End Loader	30	HR	____.____	____.____
2030	Hydraulic Excavator, Mobilization and Demobilization	2	EA	____.____	____.____
2031	Hydraulic Excavator	30	HR	____.____	____.____
2032	Dozer, Mobilization and Demobilization	2	EA	____.____	____.____
2033	Dozer	45	HR	____.____	____.____
2034	Establishment of Turf	20,000	SY	____.____	____.____
Total Option Year No. 2:				\$	_____
Grand Total				\$	_____
Base Year 1 & 2 Option Years				\$	_____

TABLE OF CONTENTS

SECTION 00100

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

CLAUSE	TITLE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)
52.214-1	SOLICITATION DEFINITIONS - SEALED BIDDING (JUL 1987)
52.214-2	AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
52.214-3	FALSE STATEMENT IN BIDS (APR 1984)
52.214-4	SUBMISSION OF BIDS (MAR 1997)
52.216-6	EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1997)
52.214-19	CONTRACT AWARD -- SEALED BIDDING-- CONSTRUCTION (AUG 1996)
52.216-1	TYPE OF CONTRACT (APR 1984)
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENT (FEB 2000)
52.233-2	SERVICE OF PROTEST (AUG 1996)
52.236-27	SITE VISIT (CONSTRUCTION) (FEB 1995)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE CODE) REPORTING (AUG 1999)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000) AUTHORIZATION TELEGRAPHIC MODIFICATIONS CHANGES IN SPECIFICATIONS QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT AMENDMENTS PRIOR TO DATE SET FOR OPENING BIDS EVALUATION AND AWARD ALTERNATE II PRE-AWARD INFORMATION CLARIFICATION OF REQUIREMENT SITE OF THE WORK INSPECTION TRIP BONDS STATE OF MISSOURI SALES TAX

SECTION 00100 Bidding Schedule/Instructions to Bidders

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and, conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(end of clause)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(end of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract contract resulting from this solicitation.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

(b) U.S. Army Corps of Engineers District, St. Louis
Corps of Engineers
1222 Spruce Street, Room 4.207
St. Louis, Missouri 63103-2833

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Al Lookofsky

Address: Lake Shelbyville Visitor Center, RR #4, Box 128B, Shelbyville, IL 62565

Telephone: 217-774-3951

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLIS; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
 - (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore,

offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

AUTHORIZATION

This contract is effected pursuant to 10 USC 2304.

(end of clause)

TELEGRAPHIC MODIFICATIONS

Telegraphic bids/offers are not authorized, however, modification or withdrawal of bids/offers by telegram is authorized provided telegraphic notice is submitted so as to be received in the office designated in this Solicitation not later than the exact time set for opening of bids/receipt of proposals. The telegraphic modification or withdrawal received in such office by telephone from the receiving telegraph office not later than the time set for opening of bids/receipt of proposals shall be considered if such message is confirmed by the telegraph company by sending a copy of the telegram which formed the basis for the telephone call. NOTE: The term "telegram" includes mailgrams.

(end of clause)

CHANGES IN SPECIFICATIONS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening of bids/receipt of proposals. Such revisions and amendments, if any, will be announced by an amendment to the solicitation. Copies of such amendments as may be issued will be furnished to all prospective bidders/offerors. If the revisions and amendments are of a nature which require material changes in quantities, or prices b9d, or both, the date set for opening of bids/receipt of proposals may be postponed by such number of days as in the opinion of the Contracting Officer will enable the bidders/offerors to revise their bids. In such cases the amendment will include an announcement of the new date for opening of bids/receipt of proposals.

(end of clause)

QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT

a. Articles, materials, and equipment to be incorporated into the work under the contract shall be new and unused unless otherwise specified.

b. All materials, supplies, or articles required in the work shall be standard products of reputable manufacturers and suitable for the intended use. Unless so directed by the Contracting Officer, tests of these items will not be required, but such items will be subject to the approval of the contracting Officer. Test, if directed, shall be in conformity with approved modern methods for the particular item and class of work.

c. Except as otherwise provided, all costs of all tests, exclusive of the expenses of the Government representative, shall be borne by the Contractor and no separate payment will be made therefore.

(end of clause)

AMENDMENTS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Solicitation. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

(end of clause)

EVALUATION AND AWARD, ALTERNATE II

The Government will evaluate bids for award purposes by multiplying the estimated quantities shown in the bidding schedule by the unit prices bid and adding the total amounts thus calculated for the base bid plus Renewal Option Year 1 and Renewal Option Year 2. the grand total so calculated by combining these amounts will be the basis for the evaluation of bids. Award will be made as a whole to the lowest responsible bidder complying with the requirements of these specifications and deemed to be in the best interest of the Government.

(end of clause)

PRE-AWARD INFORMATION

The low bidder shall, upon request of the Contracting Officer, furnish a statement of whether he or she is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, a brief description of the work, and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The bidder shall furnish the above information for at least 4 commercial firms and/or Government agencies for whom he or she has performed work. The "such other information" referred to above shall include but is not limited to the following:

- (1) The name and address of the office or firm under which such work was performed.
- (2) A brief history of business experience, including length of time in present business.
- (3) A list of key personnel available for instant project and their qualifications.
- (4) A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.
- (5) A list of present commitments, including the dollar value thereof, and name of office under which the work is being performed.
- (6) A list of the plant available to the bidder and proposed for use on the work.

(end of clause)

CLARIFICATION OF REQUIREMENT

a. **CONTRACTUAL QUESTIONS.** Prospective bidder/offerors should carefully examine the solicitation and fully inform themselves as to the conditions and matters which can in any way affect the work of the cost thereof. Should a prospective bidder/offeror find discrepancies in, or omissions from the solicitation or other documents, or should he be in doubt as to their meaning, he should at one notify Treniece Sutherlin, Area Code 314-331-8508 and obtain clarification prior to submitting his bid. Questions concerning contractual matters or obtaining plans, specifications, and bidding documents should also be referred to Treniece Sutherlin. **COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.**

b. **TECHNICAL QUESTIONS.** Prospective bidders are encouraged to submit written questions on any aspect of the solicitation. In this connection, see Section 00100, provision 52.214-6 entitled "Explanation to Prospective Bidders". Responses to written or verbal questions that result in a change in plans and specification will be answered by amendment **ONLY** in order to provide all prospective bidders the changes at the same time. All technical questions, written or verbal, regarding this solicitation, before bids have been opened, should be referred to Mr. Al Lookofsky or Mr. Don Brown, Telephone No. 217-774-3951.

SITE OF THE WORK

Bidders are advised that for the purpose of applicability of the Davis-Bacon Act and other contract labor standards provisions, "the site of the work" under the contract to be awarded pursuant to this Solicitation may not be limited to the physical place(s) where the construction called for in the contract will remain when work on it has been completed. The "site of the work" may include other adjacent or nearby property used by the contractor or subcontractors during such construction. For example, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., will be considered part of the site of the work, provided they are dedicated exclusively or nearly so to performance on the contract and are so located in proximity to the actual construction location that it would be reasonable to include them.

(end of clause)

INSPECTION TRIP

An inspection trip to enable prospective bidders to visit the site of the work will be made on 12 March 2001. Bidders desiring to make the trip should notify Mr. Al Lookofsky or Mr. Don Brown, Lake Shelbyville Project Office, Shelbyville, IL, Telephone No. 217-774-3951 at least two days in advance of that date. Questions relating to the inspection trip should be referred to the above office. Upon receipt of such notification, a Government representative having knowledge of the proposed work will meet any bidders desiring to make the inspection trip at Lake Shelbyville Visitor Center, on the above date. Unaccompanied site visits may be made any time prior to bid opening provided bidders notify Mr. Lookofsky or Mr. Brown before such visits.

BONDS

a. **BID BOND/BID GUARANTEE** - Each bidder shall submit **WITH HIS/HER BID** a Bid Bond/Bid Guarantee in the amount and form prescribed in Section 00700, Contract Clause FAR 52.228-1 "BID GUARANTEE".

b. **PERFORMANCE AND PAYMENT BONDS** - Within Ten (10) after the prescribed forms are presented to the successful bidder, Performance and Payment bonds in good and sufficient surety or sureties acceptable to the Government shall be furnished. This requirement is further discussed in

Contract Clause FAR 52.228-15 "PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION". Performance and Payment bonds shall be furnished by the Contractor to the Government prior to commencement of contract performance. FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR REJECTION OF THE BID AS NONRESPONSIVE. LATE BOND OR OTHER SECURITY WILL BE TREATED IN THE SAME MANNER AS LATE BIDS.

(ALSO SEE SECTION 00100 -- FAR 52.214-7)
(end of clause)

STATE OF MISSOURI SALES TAX

After contract award, the successful Contractor, his/her subcontractors and material suppliers, may claim an exemption from Missouri sales tax on federal construction projects. UPON REQUEST, the Contracting Officer will provide the appropriate tax exempt certificate.
(end of clause)

TABLE OF CONTENTS

SECTION 00600

REPRESENTATIONS & CERTIFICATIONS

CLAUSE	TITLE
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
52.204-3	TAXPAYER IDENTIFICATION (OCT 1998)
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)
52.219-2	EQUAL LOW BIDS (OCT 1995)
52.219-19	SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
252-209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

SECTION 00600 Representations & Certifications

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference

in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is

subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **2341**.

(2) The small business size standard is **\$17 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(a) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 2341.

(2) The small business size standard is \$17 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS

COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
11.4	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(d) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Shelby and Moultrie Counties Illinois.**

(end of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or

subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)
(end of 00600)

TABLE OF CONTENTS

SECTION - 00700

CONTACT CLAUSES

CLAUSE

52.202-1	DEFINTIONS (OCT 1995) -- ALTERNATE I (APR 1984)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
52.214-26	AUDIT AND RECORDS -- SEALED BIDDING (OCT 1997)
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS SEALED BIDDING (OCT 1997)
52.214-28	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS SEALED BIDDING (OCT 1997)
52.216-18	ORDERING (OCT 1995)
52.216-19	ORDERING LIMITATIONS (OCT 1995)
52.216-22	INDEFINITE QUANTITY (OCT 1995)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (AUG 1996)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)
52.222-6	DAVIS-BACON ACT (FEB 1995)
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-9	APPRENTICES AND TRAINEES (FEB 1988)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS (FEB 1988)
52.222-12	CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

52.225-5 TRADE AGREEMENTS (APR 2000)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

52.227-4 PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BOND (OCT 1995)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUL 2000)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

52.232-17 INTEREST (JUN 1996)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

52.233-1 DISPUTES (DEC 1998)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.242-13 BANKRUPTCY (JUL 1995)

52.242-14 SUSPENSION OF WORK (APR 1984)

52.243-4 CHANGES (AUG 1987)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.248-3 VALUE ENGINEERING - CONSTRUCTION (FEB 2000)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(SEP 1996)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1998)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS
MATERIALS (APR 1993)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN (DEC 1991)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

SECTION 00700

CONTRACT CLAUSES

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
 - (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
 - (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
 - (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
 - (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

- (a) Definitions.
- "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor,

prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the

United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer

providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on

recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$100,000.00**:

(2) Any order for a combination of items in excess of **\$100,000.00**; or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **60 days after the contract period**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **3 years**.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall

perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage

determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this

contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may

be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be

greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or

firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by

the procedures in 41 CFR 60-1.1.

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
(FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

- (ii) Including the policy in any policy manual and in collective bargaining agreements;
 - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
 - (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
 - (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- (15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the

Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract

Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for

contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor

subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-5 TRADE AGREEMENTS (APR 2000)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

(i) Textiles and apparel articles that are subject to textile agreements;

(ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(iii) Tuna, prepared or preserved in any manner in airtight containers;

(iv) Petroleum, or any product derived from petroleum; and

(v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea.

Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means supplies delivered under a line item of a Government contract.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Implementation. This clause implements the Trade, Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.,

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in

the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the

manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
 - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration

date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____. This draft is drawn under Irrevocable Letter of Credit No.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds

(including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the

Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph

(e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price

construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract

to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the

work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate

for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the

Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear

in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work

by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
 - (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data,

the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or

disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

- (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This

4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to

implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

a. The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual

use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer

for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL _____		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)



General Decision Number IL000015

General Decision Number **IL000015**

Superseded General Decision No. IL990015

State: Illinois

Construction Type:

HEAVY

HIGHWAY

County(ies):

ADAMS	DE WITT	MOULTRIE
BROWN	DOUGLAS	PIATT
CASS	EDGAR	PIKE
CHAMPAIGN	LOGAN	SANGAMON
CHRISTIAN	MACON	SCHUYLER
CLARK	MASON	SCOTT
COLES	MENARD	SHELBY
CUMBERLAND	MORGAN	VERMILION

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECT (excluding tunnels, building structures in rest areas projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)

Modification Number	Publication Date
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1	03/10/2000
2	04/07/2000
3	05/12/2000
4	06/02/2000
5	06/16/2000
6	06/16/2000
7	07/07/2000
8	08/11/2000
9	09/01/2000
10	10/06/2000
11	12/01/2000

COUNTY(ies):

ADAMS	DE WITT	MOULTRIE
BROWN	DOUGLAS	PIATT
CASS	EDGAR	PIKE
CHAMPAIGN	LOGAN	SANGAMON
CHRISTIAN	MACON	SCHUYLER
CLARK	MASON	SCOTT
COLES	MENARD	SHELBY
CUMBERLAND	MORGAN	VERMILION

CARP0016K 05/01/1997

	Rates	Fringes
CHRISTIAN, MENARD, & SANGAMON (Except Illiopolis) COUNTIES		
CARPENTERS	19.27	8.04
PILEDRIERS	19.77	8.04

CARP0044C 06/01/1995

	Rates	Fringes
CHAMPAIGN, & DOUGLAS COUNTIES:		
CARPENTERS	20.71	5.04
PILEDRIVERMEN	21.21	5.04

* CARP0189B 05/01/2000

	Rates	Fringes
ADAMS COUNTY		
CARPENTERS	21.35	9.25
PILEDRIVERS	21.85	9.25

* CARP0269C 05/01/2000		
	Rates	Fringes
VERMILION COUNTY		
CARPENTERS	20.33	9.97
PILEDRIVERMAN	20.83	9.97

CARP0347B 06/01/1995		
	Rates	Fringes
CLARK, COLES, CUMBERLAND, EDGAR, MOULTRIE, & SHELBY COUNTIES		
CARPENTERS	20.19	5.56
PILEDRIVERS	20.69	5.56
DE WITT COUNTY		
CARPENTERS	16.90	3.07
PILEDRIVERMEN	17.40	3.07

CARP0644A 05/01/1993		
	Rates	Fringes
SCHUYLER COUNTY (Part)		
CARPENTERS	18.74	5.19
PILEDRIVERS	19.24	5.17

CARP0644E 05/01/1993		
	Rates	Fringes
LOGAN & MASON COUNTIES		
CARPENTERS	18.74	5.19
PILEDRIVERS	19.24	5.17

CARP0742A 06/01/1994		
	Rates	Fringes
MACON, MOULTRIE (North of Rt #133), PIATT (Southwestern 1/2), SANGAMON (Illioopolis) & SHELBY (Moweaqua & North thereof) COUNTIES		
CARPENTERS	18.24	6.66
PILEDRIVERS	18.74	6.66

* CARP0904F 05/01/2000		
	Rates	Fringes
BROWN, CASS, MORGAN, PIKE, & SCOTT COUNTIES		
CARPENTERS	21.03	9.57
PILEDRIVERS	21.53	9.57

ELEC0051D 03/01/2000		
	Rates	Fringes
ADAMS, BROWN, CASS, CHAMPAIGN, CHRISTIAN, DEWITT, DOUGLAS, EDGAR, LOGAN, MACON, MASON, MENARD, PIATT, SCHUYLER, SCOTT, VERMILION, COLES (East Oakland, Humboldt, Morgan, North Okaw, and Seven Hickory TWPS), MORGAN, MOULTRIE (Except Whitley TWP), PIKE, SANGAMON, & SHELBY (that portion West of Holland, Prairie, Richland, and Windsor TWPS) COUNTIES		
LINE CONSTRUCTION:		
Lineman	26.70	2.10+25.5%
Equipment Operator (All crawler type equipment larger than D-4, 15 ton crane or larger)	24.80	2.10+25.5%
Groundman-Truck Driver with winch< may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 & smaller, backhoe 3/4 yard & under,		

rubber tired & crawlers w/end loader, & may drive bucket truck & live boom type line trucks)	18.69	2.10+25.5%
Groundman-Truck Driver w/o Winch	17.56	2.10+25.5%
Groundman	16.68	2.10+25.5%

* ELEC0146C 12/01/2000

	Rates	Fringes
CHRISTIAN, COLES, CUMBERLAND, DE WITT (Harp, Wapella, Barnett, Clintonia, De Witt, Turnbridge, Texas, Creek & Nixon TWPS), DOUGLAS (Arcola, Burbon, Garrett TWPS & the portion of Tuscola lying West of the City of Tuscola & Illinois Central Railroad tracks), MACON, MOULTRIE, PIATT (Goose Creek, Willow Branch, Cerro Gordo, Bement & Unity TWPS), & SHELBY COUNTIES		
ELECTRICIANS	25.45	6.43+ 3%

ELEC0193D 04/01/1998

	Rates	Fringes
MASON COUNTY (Excluding Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek, & Mason TWPS)		
ELECTRICIANS:		
Wiremen	24.96	2.00+24.75%
CASS, LOGAN, MASON (Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek & Mason TWPS), MENARD, MORGAN, SANGAMON, & SCOTT COUNTIES		
ELECTRICIANS	24.96	2.00+24.75%
VERMILION COUNTY		
ELECTRICIANS	24.96	2.00+24.75%

ELEC0193J 04/01/2000

	Rates	Fringes
CASS, LOGAN, MASON (Townships of Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek, and Mason), MENARD, MORGAN, SCOTT, & SANGAMON COUNTIES		
LINE CONSTRUCTION:		
Lineman	27.60	2.10+25.5%
Equipment Operator (All crawler type equipment larger than D-4, 15 ton crane or larger)	24.80	2.10+25.5%
Groundman-Truck Driver with winch< may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 & smaller, backhoe 3/4 yard & under, rubber tired & crawlers w/end loader, & may drive bucket truck & live boom type line trucks)	18.69	2.10+25.5%
Groundman-Truck Driver w/o Winch	17.56	2.10+25.5%
Groundman	16.68	2.10+25.5%

ELEC0197C 06/01/1993

	Rates	Fringes
DEWITT COUNTY (Waynesville, Wilson, & Rutledge TWPS)		
ELECTRICIANS	20.58	3.30+3.5%
ADAMS, BROWN, PIKE, & SCHUYLER COUNTIES		
ELECTRICIANS	17.57	2.25+3.75%
CHAMPAIGN, DE WITT (Santa Anna TWP), DOUGLAS (Northern 1/2) & PIATT (Blue Ridge, Sangamon & Monticello TWPS) COUNTIES		
ELECTRICIANS	17.95	2.45+3.5%
CLARK & EDGAR COUNTIES		
ELECTRICIANS	18.77	2.26+3%

ELEC0702E 09/03/2000

	Rates	Fringes
CLARK, COLES (Southern 1/2), CUMBERLAND, MOULTRIE (Whitley TWP), & SHELBY (Except West of Holland, Prairie, Richland, & Windsor		

TWPS) COUNTIES

LINE CONSTRUCTION:

Lineman	29.34	2.10+24%
Groundman Equipment Operator (All crawler type equipment D-4 and larger)	24.23	2.10+24%
Groundman Equipment Operator (All other equipment)	21.68	2.10+24%
Groundman	17.95	2.10+24%

ENGI0649F 04/01/2000

	Rates	Fringes
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MASON COUNTY

POWER EQUIPMENT OPERATORS:

GROUP 1	23.74	9.45
GROUP 2	21.97	9.45
GROUP 3	19.07	9.45
GROUP 4	*	

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Hydro Crane; Shovels; Crane type Backfiller; Tower Cranes-Mobile & Crawler & Stationary; Derrick & Hoist (3 drum); Draglines; Drott Yumbo & similar types considered as cranes; Backhoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrol & Power Blades - Dunmore - Elevating & similar types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operator and Plant Engineer; Gradall; Caisson Rigs; Skimmer Scoop - Koehring Scooper; Dredges; Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls; and similar tyhpes; Multiple unit Earth Movers; \$0.25 /hour for each scoop[ov?r on?; Scoops; Pushcats; End Loaders; Asphalt Surgacing Machine; Slip Form Pacer; Rock Crusher; Heavy Equipment Greaser (Top Greaser on Spread); CMI, Auto Grade, CMI Belt Placer & 3 Track & similar types; Side Booms; Starting Engineer on pipeline; Asphalt Heater & Planer combination; Wheel Tractors with Dozer, Hoe, or End Loader; FWD and similar types;Blaw Knox Spreader & similar types; Trench Machines; Pump Crete, Belt Crete, Squeeze Crete, Screw Type Pumps & Gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screedman on Laydown Machine; Vermeer Concrete Saw; PREMIUM RATES on Crane & Derrick Booms: One Cent/hour per foot over 80 ft including jib; \$1.00/hour over scale when positioned 50 ft or more adjacent ground level or water level

GROUP 2: Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractor; Back Fillers; Euclid Loader; Fork Lifts; Jeep with Ditching Machine or other attachments; Tuneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing & similar types; Pugmill with pump; All 1 & 2 Drum Hoists; De-watering systems; Straw Blower; Hydro Seeder; Boring Machine; Hydro Boom; Bump Grinders-self propelled; Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors - Track Type without power units pulling Rollers; Rollers on Asphalt, Brick, or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers & similar types self-propelled; Mechanical Bull Floats; Mixers over 3 bagos to 27E; Winch & Boom Trucks; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without pump; Barber Greene or similar Loaders; Track Type Tractor with power unit; Fireman; Spray Machine on paving; Curb Machine; Paved Ditch Machine; Power Broom; Self-propelled Conveyors; Power Subgrader; Oil Distributor; Straight

Tractor; Truck Crane Oiler; Truck Type Oilers; 3-4 Pieces Small Equipment; Oiler and 1 piece Small Equipment, Self Propelled Concrete Saws.

GROUP 3: Trac Air Machine w/op attachments; Herman Nelson Heater, Dravo Warner, Silent Glo & similar (1 engineer will operate 1-5, 2 operators more than 5); Rollers, 5 tons & under, on earth & gravel; Form Grader; 1 or 2 Generators, 1 or 2 Welding Machines, 1 or 2 Mixers 3 bags & under; Bulk Cement Plant; Oilers, Straight Framed, Articulating End Dump Vehicles and Truck mounted Vac Unit (separately powered) Air Compressor (1) or (2), Air compressor-600 CFM and under, Water Pumps -under four and one half (4 1/2") inches, Light Plants Conveyor.

GROUP 4: On designated Hazardous Waste jobs, operators shall receive \$1.00 over scale.

ENGI0841D 04/01/1999

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS EDGAR, MOULTRIE, & VERMILION COUNTIES

POWER EQUIPMENT OPERATORS:

	Rates	Fringes
GROUP 1	22.50	8.00
GROUP 2	14.85	8.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinney Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400ft., Air Compressor 600 cu. ft. and

Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (And Similar Type of Equipment).

ENGI0965B 05/01/2000

	Rates	Fringes
ADAMS, BROWN, CASS, CHRISTIAN, DE WITT, LOGAN, MACON, MENARD, MORGAN, PIATT, PIKE, SANGAMON, SCHUYLER, SCOTT & SHELBY COUNTIES		
POWER EQUIPMENT OPERATORS:		

GROUP 1	23.45	8.20
GROUP 2	21.30	8.20
GROUP 3	17.90	8.20

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Plant Engineer; Asphalt Screed Man; Apsco Concrete Spreader; Asphalt Paver; Asphalt Roller on bituminous concrete; Athey Loader; Backfiller; Crane type Backhoe; Cableway; Cherry Picker; Clamshell; CMI and similar type Autograde Formless Paver, Autograde Placer and Finisher; Concrete Breaker; Concrete Plant Operator; Concrete Pump; Cranes; Derrick Boats; Draglines; Earth Auger Boring Machine; Elevating Grader; Engineer on Dredge; Gravel Processing Machine; Head Equipment Greaser; High Lift or Fork Lift; HOist with 2 drums or 2 or more loadlines; Locomotive; Mechanics; Motor Grader or Auto Patrol; Operator or Leverman on Dredge; Power Boat Operator; Pug Mill Operator (Asphalt Plant); Orange Peels; Overhead Crane; Paving Mixer; Piledriver; Pipe Wrapping & Painting Machine; Push Dozers or Push Cat; Rock Crusher; Ross Carrier or similar; Scoops; Skimmers 2 cu yd capacity and under; Scoops; Test Hole Drilling Machine; Tower Crane; Tower Machines Tower Mixers; Track Type Loader; Track Type Fork Lift or High Lift; Track Jacks & Tampers; Tractors; Sideboom; Trenching Machine; Ditching Machine; Tunnel Luger; Wheel Type End Loader; Winch Cat; Scoops (all or Tournapull).

GROUP 2: Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Building Elevator; Bull Float or Flexplane; Concrete Finishing Machine; Concrete Saw, Self-Propelled; Concrete Spreader Machine; Gravel or Stone Spreader, Power Operated; Automatic Hoist; Hoist with one drum and one load line; Oiler on 2 Paving Mixers when used in Tandem Boom or Winch Truck; Post Hole Digger, Mechanical; Road or Street Sweeper, Self-Propelled; Scissors Hoist; Seaman Tiller Straw Machine; Vibratory Compactor; Well Drilling Machine; Mud Jacks

GROUP 3: Air Compressor (including track or self-propelled); Bulk Cement Batching Plant; Conveyor; Concrete Mixer (except plant, paver, tower); Fireman; Generator Greaser; Light Plant; Mechanical Heater; Oiler; Power Form Grader; Power Sub-Grader; Pug Mill (when used other than asphalt operation); Roller (except bituminous concrete); Tractor with power attachments regardless of size or type); Truck Crane Oiler and Driver (one man); Vibratory Hammer; Water Pump Welding Machine (one 300 amp or over); Combinations of 1 to 5 of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in Batteries or within 300 ft

IRON0046B 05/01/2000

	Rates	Fringes
BROWN, CASS, CHRISTIAN, DEWITT (Western 1/2), LOGAN, MACON (Except portion East of Decatur), MASON, MENARD, MORGAN, PIKE, SANGAMON, SCHUYLER (Eastern 1/2), SCOTT, & SHELBY (Western 1/2) COUNTIES		
IRONWORKERS	20.98	10.12

IRON0380C 05/01/2000		
	Rates	Fringes
MACON COUNTY (East of Decatur)		
IRONWORKERS	21.77	9.39

IRON0439B 06/01/2000		
	Rates	Fringes
CLARK COUNTY:		
IRONWORKERS	21.50	10.15

IRON0577E 06/01/2000		
	Rates	Fringes
ADAMS & SCHUYLER (Western 1/2) COUNTIES		
IRONWORKERS	18.95	8.81

LABO0159B 05/01/2000		
	Rates	Fringes
CHRISTIAN COUNTY		
LABORERS:	20.93	7.17

LABO0159C 05/01/2000		
	Rates	Fringes
MACON & MOULTRIE COUNTIES		
LABORERS	20.93	7.17

LABO0171B 05/01/2000		
	Rates	Fringes
COLES & CUMBERLAND COUNTIES		
LABORERS	19.18	8.45

LABO0171E 05/01/2000		
	Rates	Fringes
SHELBY COUNTY		
LABORERS	19.18	8.45

LABO0171G 05/01/2000		
	Rates	Fringes
CLARK, DOUGLAS, EDGAR, MOULTRIE (Eastern 1/2) & PIATT (Southern 1/2) COUNTIES:		
LABORERS	19.43	8.45

LABO0231I 05/01/2000		
	Rates	Fringes
ADAMS COUNTY		
LABORERS:	17.59	8.97

LABO0253B 05/01/2000		
	Rates	Fringes
BROWN, CASS, MASON, MORGAN, PIKE, SCHUYLER, AND SCOTT, COUNTIES:		
LABORERS	18.41	8.20

LABO0477B 05/01/2000		
	Rates	Fringes
MENARD (Southern 1/2) & SANGAMON COUNTIES:		
LABORERS:	20.26	7.67

LABO0624B 05/01/2000		

	Rates	Fringes
VERMILION COUNTY LABORERS	18.93	9.25

LABO0703B 05/01/2000		
	Rates	Fringes
CHAMPAIGN, DE WITT, & PIATT (Northern 1/2) COUNTIES LABORERS	20.40	8.40

LABO0703C 05/01/2000		
	Rates	Fringes
LOGAN & MENARD (Northern 1/2) COUNTIES LABORERS:	20.40	8.40

LABO0895B 05/01/1993		
	Rates	Fringes
LOGAN & MENARD (S 1/2) COUNTIES: LABORER:		
Total Contracts less than \$250,000.00	12.61	3.65
Total Contracts \$250,000.00 and over	15.76	3.65

PAIN0058H 05/01/2000		
	Rates	Fringes
PIKE COUNTY PAINTERS (INDUSTRIAL):		
Brush	23.02	6.60
Spray, Blasting & Steam Cleaning	25.02	6.60

PAIN0058I 05/01/2000		
	Rates	Fringes
PIKE COUNTY PAINTERS (BRIDGES):		
Brush	23.02	6.60
Spray and Blast	25.02	6.60

PAIN0090B 05/01/2000		
	Rates	Fringes
BROWN, CASS, CHRISTIAN, LOGAN, MENARD, MORGAN, & SCOTT COUNTIES PAINTERS:		
Brush, Spray, Roller and Taping	22.69	5.68
Sandblasting	23.69	5.68

PAIN0090D 05/01/2000		
	Rates	Fringes
SANGAMON COUNTY: PAINTERS:		
BRUSH, SPRAY, ROLLER & TAPING	22.69	5.68
SANDBLASTING	23.69	5.68

PAIN0090F 05/01/2000		
	Rates	Fringes
ADAMS COUNTY PAINTERS:		
Brush	20.19	5.68
Sandblasting	21.19	5.68

PAIN0157D 05/01/1998		
	Rates	Fringes
MASON & SCHULYER COUNTIES PAINTERS:		
Brush	18.70	6.97

Spray, Pressure Roller, Sandblast,
Bridge & New Structural Steel Work 19.55 6.97

PAIN0288B 05/01/2000

	Rates	Fringes
DE WITT, MACON, MOULTRIE, PIATT, & SHELBY COUNTIES		
PAINTERS:		
Brush, Roller	21.83	6.55
Spray	22.58	6.55
Brush, Roller over 50 ft	22.83	6.55
Spray over 50 ft	23.58	6.55

PAIN0363A 05/01/2000

	Rates	Fringes
CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, & VERMILION COUNTIES		
PAINTERS	24.65	5.22

PAIN1705D 04/01/2000

	Rates	Fringes
CLARK & EDGAR COUNTIES		
PAINTERS:		
Brush & Roller:		
Under 30 ft	20.90	6.63
Over 30 ft	21.70	6.63
Over 100 ft	22.70	6.63
Blasting, Spraying, or		
Pressure Washing:		
Under 30 ft	21.90	6.63
Over 30 ft	24.20	6.63
Over 100 ft	25.20	6.63

PLAS0005A 05/01/1998

	Rates	Fringes
MORGAN & SCOTT COUNTIES		
CEMENT MASONS	19.40	6.50

PLAS0032B 05/01/1998

	Rates	Fringes
LOGAN COUNTY:		
CEMENT MASONS	23.65	2.35

PLAS0103C 05/01/2000

	Rates	Fringes
DE WITT (Clinton and South thereof), EFFINGHAM (Northern half North from an East-west line drawn approximately 3 miles south of Effingham), MACON, MOULTRIE (Northeastern corner including Lovington, Bethany), PIATT (South of Monticello), & SHELBY (Excludes the towns of Cowden, Herrick, Lakewood, Moweaqua, Oconee, Shelbyville, Tower Hill, & Westervelt) COUNTIES:		
CEMENT MASONS	20.325	8.90

PLAS0143C 05/01/2000

	Rates	Fringes
CHAMPAIGN, CLARK, DOUGLAS (Northern 1/2), EDGAR, SHELBY (Excluding Moweaqua), & PIATT (Northern part) COUNTIES		
CEMENT MASONS	21.64	7.45

PLAS0152D 05/01/2000

	Rates	Fringes
DE WITT COUNTY (Northern 1/2):		
CEMENT MASONS	20.325	8.90

PLAS0539B 05/01/1997

	Rates	Fringes
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ADAMS, BROWN, CASS, CHRISTIAN, MENARD, PIKE, & SANGAMON

COUNTIES:

CEMENT MASONS	19.38	6.45

PLAS0830A 05/01/1993		
	Rates	Fringes
SCHUYLER COUNTY		
CEMENT MASONS	20.98	1.02
VERMILION COUNTY		
CEMENT MASONS	18.175	1.00
COLES, CUMBERLAND, DOUGLAS (Southern 1/2), MOULTRIE (Western 1/2), & SHELBY (Eastern part) COUNTIES		
CEMENT MASONS	17.50	3.45

TEAM0065D 05/01/2000

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	22.19	4.36+A
GROUP 2	22.59	4.36+A
GROUP 3	22.79	4.36+A
GROUP 4	23.04	4.36+A
GROUP 5	23.79	4.36+A

FOOTNOTE:

A. \$85.00 PER WEEK.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on 2 axle trucks hauling less than 9 tons. Air compressor and welding machines & brooms, including those pulled by separate units, Warehouseman, Greasers & Tireman, Pickup trucks when hauling material, tools, or men to and from & on the job site, & forklifts up to 6,000 lb. capacity.

GROUP 2: Two or three axle trucks hauling more than 9 ton, but hauling less than 16 ton, A-frame winch trucks, hydrolift trucks, or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, & four axle combination units.

GROUP 3: Two, three or four axle trucks hauling 16 ton or more, drivers on water pulls, articulated dump trucks, mechanics, Five (5) axle or more combination units.

GROUP 4: Lowboy & Oil distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION



TABLE OF CONTENTS

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

CLAUSE	TITLE
52.231-5000	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) --EFARS
52.249.5000	BASIS FOR SETTLEMENT OF PROPOSAL ESTIMATED QUANTITY - DELIVERY ORDERS (CONSTRUCTION SERVICES) CONTRACT PERFORMANCE FUNDS AVAILABLE SAFETY REGULATIONS OMISSIONS CONTRACTOR REPRESENTATIVE PROTECTION OF WORK SITE SAFETY DAMAGES WAGE DETERMINATION APPLICABLE PUBLICATIONS REQUIRED INSURANCE (CONSTRUCTION SERVICES)

SECTION 00800 Special Contract Requirements

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region _____. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.249-5000

BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

ESTIMATED QUANTITY – Delivery Orders (Construction Services)

The estimate quantity is defined as not varying more than fifteen percent (15%) above or below the estimated quantity as shown in each delivery order. If the actual quantity of a unite-priced item in a delivery order varies more than fifteen percent (15%) above or below the estimated quantity, a modification the delivery order will be processed as applicable.

(end of clause)

CONTRACT PERFORMANCE

During the progress of the contract, if it becomes apparent that the Contractor is unable or unwilling to perform the work in accordance with contract specifications, he will acquire additional supplies, equipment, and personnel as may be required by the Contracting Officer or his/her authorized representative to insure that the work is accomplished. If any work performed hereunder is not in conformity with the requirements of this contract, the Government will have the right to require the Contractor to immediately take all necessary steps to insure future performance of the services in conformity with the requirement of the contract; and reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to promptly take necessary steps to insure future performance of the services in conformity with the requirements of the contract, the Government will have the right to either (1) by the contract or otherwise have the services performed in conformity with the contract requirements and charge to the Contractor any cost occasioned by the Government that is directly related to the performance of such services; or (2) terminate this contract for default as provided in the clause of this contract entitled "Default".

(end of clause)

FUNDS AVAILABLE

The applicable appropriation having a balance sufficient to cover the cost of any procurement made hereunder will be cited on each delivery order.

(end of clause)

SAFETY REGULATIONS

The Contractor shall comply with all the applicable requirements of Corps of Engineers Manual Em 355-1-1 dated 3 September 1996 entitled "Safety and Health Requirement Manual".

(end of clause)

OMISSIONS

This contract may duplicate or not cover all specified activities, steps, and/or procedures required to accomplish contract work. In case of omission, the normal industry standards, practices, specifications and/or guides shall prevail. In no instance shall an omission be a reason to perform inferior work, produce a less than acceptable product or service, or refuse to perform an intended activity.

(end of clause)

CONTRACTOR REPRESENTATIVE

Contractor shall provide, in writing, to the COR, the name or names of a Contractor Representative who will be physically present on site with authority and power to conduct overall management, coordination, and supervision whenever work specified herein is being performed. The Contractor Representative serves as the central point of contact with the Government for performance of all work under this contract. The Contractor Representative serves as the central point of contact with the Government for performance of all work under this contract. The contractor Representative shall deal directly with the COR for normal day-to-day administration of this contract.

(end of clause)

PROTECTION OF WORK SITE

Note: Work may take place in heavily visited recreation areas. Areas where work is to be performed by the Contractor shall be posted with legibly prepared warning signs or placement of warning barriers to alert the visitors that the facility is closed and work is in progress. Signs and other warning devices must be readable within 30 feet, and shall be removed when the facilities are once again open for public use. Should traffic control be necessary, the Contractor shall provide a sufficient number of personnel/warning devices in order to maintain safe and proper traffic flow.

(end of clause)

SAFETY

a. Accident Reporting - An accident constitutes an incident or act involving the Contractor which may or may not have caused obvious damage to persons or property. All accidents shall be reported to the COR within 24 hours of the occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.

b. Safety Report – At the end of each month, the Contractor shall submit, in writing, the total employee hours worked by employees during the preceding month. This report will include detailed descriptions of any accidents or injuries sustained on the project by their employees during this subject month, including copies of documents for claims under Workman's Compensation.

(end of clause)

DAMAGES

a. Contractor is responsible for taking the action necessary to protect all supplies, and property, including material and supplies issued by the Government to accomplish a job, against damage, theft or loss. Government assumes no responsibility for loss or damage to any material, supplies or property once it is received or in possession of Contractor.

b. The Contractor shall use reasonable care to avoid damaging buildings, equipment, and vegetation on property, the Contractor shall replace or repair the damage at no expense to the Government within a time frame approved by the COR. If the Contractor fails or refuses to make such repairs or replacement, within the approved time frame, the Contractor shall be liable for the cost to make the repair or replacement, which will be deducted from the contract price.

(end of clause)

WAGE DETERMINATION

In accordance with the Davis Bacon Act (See Section 00700, Contract Clauses) the following Department of Labor General Wage Decision (s) is (are) applicable to this contract and is (are) attached hereto (immediately following Section 00700):

General Wage Decision No(s). IL 000015 Pages 1 through 11

(end of clause)

APPLICABLE PUBLICATIONS

The Contractor shall perform all work in accordance with applicable publications. They include but are not limited to:

MANUFACTURER'S RECOMMENDATIONS:

(For equipment and materials used by the Contractor – Manuals shall be supplied for Government furnished equipment)

Operating Manuals

Maintenance/Repairs Manuals

INDUSTRIALS STANDARDS AND CODES (Latest Editions):

American National Standards Institute

EM 385-1-1, General Safety and Health Manual of the US Army Corps of Engineers

Corps of Engineers, Guide Specification, Military Construction, Painting, General (CEGS-09900)

OSHA Safety Standards

Federal Specifications for Colors & Tints (No. 595a & Changes Notices)

(end of clause)

REQUIRED INSURANCE (Construction Services)

- a. As required by the Contract Clause entitled "Insurance-Work on a Government Installation", the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the following minimum insurance:

- (1) Workmen's Compensation. Amounts required by applicable jurisdictional statutes.

(2) Employer's Liability Insurance. \$100,00

(3) Comprehensive Automobile Insurance.

Bodily Injury - \$500,000 per occurrence

(4) Comprehensive Automobile Insurance

Bodily Injury - \$200,000.00 each person

\$500,000.00 each accident

Property Damage - \$ 20,000.00 each accident

b. Certificates of insurance should be submitted to the following address:

Department of the Army
St. Louis District, Corp of Engineers
Lake Shelbyville Project Office
R. R. #4, Box 128B
Shelbyville, IL 62565

(end of clause)

(end of section 00800)

INDEX - SCOPE OF WORK

ENVIRONMENTAL PROTECTION

- 1.1 SCOPE
- 1.2 CONTRACTING OFFICER
- 1.3 QUALITY CONTROL
- 1.4 PERMITS AND LICENSES
- 1.5 ENVIRONMENTAL PROTECTION PLAN (EPP)
- 1.6 SUBCONTRACTORS
- 1.7 NONCOMPLIANCE
- 1.8 PROTECTION OF ENVIRONMENTAL RESOURCES
- 1.9 MAINTENANCE OF POLLUTION CONTROL FACILITIES
- 1.10. TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL
- 1.11 PAYMENT

EARTHWORK

- 2.1 SCOPE
- 2.2 QUALITY CONTROL
- 2.3 GRADING
- 2.4 TOPSOIL
- 2.5 PAYMENT

ROADWORK

- 3.1 SCOPE
- 3.2 QUALITY CONTROL
- 3.3 APPLICABLE PUBLICATIONS
- 3.4 GENERAL
- 3.5 PATCHING
- 3.6 AGGREGATE BASE COURSE
- 3.7 LEVELING BINDER OR LEVELING COURSE
- 3.8 BITUMINOUS CONCRETE SURFACE
- 3.9 TACK COAT
- 3.10. PRIME COAT
- 3.11 ROAD STONE
- 3.12 FINE AGGREGATE
- 3.13 GEOTEXTILE
- 3.14 REFLECTIVE CRACK CONTROL TREATMENT
- 3.15 CRACK SEALING
- 3.16 JOINT SEALER
- 3.17 SLURRY SEAL
- 3.18 SEAL COAT
- 3.19 ROAD WIDENING
- 3.20. PORTLAND CEMENT CONCRETE SURFACE
- 3.21 CONCRETE CURBS
- 3.22 TRAFFIC STRIPPING AND ARROWS
- 3.23 BITUMINOUS SURFACE REMOVAL
- 3.24 MEASUREMENT AND PAYMENT

RENTAL OF EQUIPMENT WITH OPERATING PERSONNEL

- 4.1 SCOPE
- 4.2 DELIVERY AND RELEASE OF EQUIPMENT
- 4.3 OPERATING AND WORKING TIME
- 4.4 MAINTENANCE AND REPLACEMENT OF EQUIPMENT
- 4.5 EQUIPMENT
- 4.6 MEASUREMENT
- 4.7 PAYMENT

ESTABLISHMENT OF TURF

- 5.1 SCOPE
- 5.2 QUALITY CONTROL
- 5.3 AREAS TO BE TREATED
- 5.4 COMMENCEMENT, PROSECUTION, AND COMPLETION
- 5.5 MATERIALS
- 5.6 INSPECTION AND ACCEPTANCE
- 5.7 MEASUREMENT AND PAYMENT

ENVIRONMENTAL PROTECTION

- 6.1 SCOPE
- 6.2 CONTRACTING OFFICER
- 6.3 QUALITY CONTROL
- 6.4 PERMITS AND LICENSES
- 6.5 ENVIRONMENTAL PROTECTION PLAN (EPP)
- 6.6 SUBCONTRACTORS
- 6.7 NONCOMPLIANCE
- 6.8 PROTECTION OF ENVIRONMENTAL RESOURCES
- 6.9 MAINTENANCE OF POLLUTION CONTROL FACILITIES
- 6.10 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL
- 6.11 PAYMENT

EARTHWORK

- 7.1 SCOPE
- 7.2 QUALITY CONTROL
- 7.3 GRADING
- 7.4 TOPSOIL
- 7.5 PAYMENT

ROAD WORK

- 8.1 SCOPE
- 8.2 QUALITY CONTROL
- 8.3 APPLICATION PUBLICATIONS
- 8.4 GENERAL
- 8.5 PATCHING
- 8.6 AGGREGATE BASE COURSE
- 8.7 LEVELING BINDER OR LEVELING COURSE
- 8.8 BITUMINOUS CONCRETE SURFACE

- 8.9 TACK COAT
- 8.10. PRIME COAT
- 8.11 ROAD STONE
- 8.12 FINE AGGREGATE
- 8.13 GEOTEXTILE
- 8.14 REFLECTIVE CRACK CONTROL TREATMENT
- 8.15 CRACK SEALING
- 8.16 JOINT SEALER
- 8.17 SLURRY SEAL
- 8.18 SEAL COAT
- 8.19 ROAD WIDENING
- 8.20. PORTLAND CEMENT CONCRETE SURFACE
- 8.21 CONCRETE CURBS
- 8.22 TRAFFIC STRIPING AND ARROWS
- 8.23 BITUMINOUS SURFACE REMOVAL
- 8.24 MEASUREMENT AND PAYMENT

RENTAL OF EQUIPMENT WITH OPERATING PERSONNEL

- 9.1 SCOPE
- 9.2 DELIVERY AND RELEASE OF EQUIPMENT
- 9.3 OPERATING AND WORKING TIME
- 9.4 MAINTENANCE AND REPLACEMENT OF EQUIPMENT
- 9.5 EQUIPMENT
- 9.6 MEASUREMENT
- 9.7 PAYMENT

ESTABLISHMENT OF TURF

- 10.1 SCOPE
- 10.2 QUALITY CONTROL
- 10.3 AREAS TO BE TREATED
- 10.4 COMMENCEMENT, PROSECUTION, AND COMPLETION
- 10.5 MATERIALS
- 10.6 INSPECTION AND ACCEPTANCE
- 10.7 MEASUREMENT AND PAYMENT

TECHNICAL PROVISIONS/SCOPE OF WORK
ROAD EXTENSION, PARKING LOT AND ROAD REHABILITATION, AND OPERATOR/
EQUIPMENT RENTAL
LAKE SHELBYVILLE

1. ENVIRONMENTAL PROTECTION

1.1. Scope. This section covers prevention of environmental pollution and damage as the result of construction operations under this contract. This section is an addition to those measures set forth in other sections of these Technical Provisions. For the purpose of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.2. Contracting Officer. The Term “Contracting Officer” (CO) means the person executing this contract on the behalf of the Government and any other officer or civilian employee who is properly designated Contracting Officer. The term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer (COR) acting within the limits of their authority.

1.3. Quality Control.

1.3.1. General. The Contractor shall establish and maintain quality control for environmental protection operations to assure compliance with contract requirements and maintain detailed records of his quality control for all construction operations including, but not limited to, the following:

- a. Laws, Regulations and Ordinances. Compliance with all Federal, State and local laws, regulations, and ordinances concerning pollution control.
- b. Protection of Land Resources. (See Paragraph 1.8.1)
- c. Protection of Water Resources. (See Paragraph 1.8.2)
- d. Protection of Air Resources. (See Paragraph 1.8.3)
- e. Protection of Fish and Wildlife. (See Paragraph 1.8.4)
- f. Protection of Historical, Archaeological, and Cultural Resources. (See Paragraph 1.8.5)

1.3.2. Reporting. Three copies of these records and tests, as well as records of corrective action taken, shall be furnished to the Government daily when work covered by this section is being performed.

- 1.4. Permits and Licenses. The contractor shall obtain and comply with all required permits and licenses. Copies of all applications, permits and licenses obtained from Federal, State and local governing bodies pursuant to this contract shall be submitted to the CO.
- 1.5. Environmental Protection Plan (EPP). Within 15 days after receipt of delivery orders with work periods in excess of 30 calendar days and prior to the commencement of work or onsite mobilization, the Contractor shall submit in writing an EPP and meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the EPP. Acceptance of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Government reserves the right to require the Contractor to make changes in his EPP and operation as necessary to maintain satisfactory environmental protection performance. The EPP shall include, but not be limited to, the following:
 - a. Methods for protection of features to be preserved within authorized work area. The contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.
 - b. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the environmental protection plan.
 - c. Permit or license and location of solid waste disposal areas.
 - d. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, temporary structures, sanitary facilities, and stockpiles of materials.
 - e. Environmental monitoring plans for the worksite, including land, water, air and noise monitoring.
 - f. Traffic control plan.
 - g. Methods of protecting surface and ground water during construction activities.
 - h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or non-use. Plan shall include measures for marking the limits of use areas.
- 1.6. Subcontractors. Assurance of compliance with this section by subcontractors will be the responsibility of the contractor.
- 1.7. Noncompliance. The CO will notify the contractor in writing of any observed noncompliance with the contractor's EPP. The contractor shall, after receipt of such notice, inform the CO of proposed corrective action and take such action as may be approved. If the contractor fails to comply promptly, the CO may issue an order stopping all or part of the work until satisfactory

corrective action has been taken. No time extensions will be granted or costs or damages allowed to the contractor for any such suspension.

- 1.8. Protection of Environmental Resources. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of each delivery order work period. The contractor shall confine his activities to areas defined by the drawings and specifications in each delivery order. Environmental protection shall be as stated in the following subparagraphs.
 - 1.8.1. Protection of Land Resources. Prior to the beginning of any construction, the CO will identify all land resources to be preserved within the contractor's work area. The contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms without special permission from the CO. No ropes, cables, or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.
 - 1.8.1.1. Work Area Limits. Prior to any construction, the contractor shall mark the areas that are not required to accomplish all work to be performed under delivery orders. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence and during all construction operations. Where construction operations are to be conducted during darkness, the marker shall be visible during darkness. The contractor shall convey to his personnel the purpose of marking and /or protection of all necessary objects.
 - 1.8.1.2. Reduction of Exposure of Unprotected Erodible Soils. Earthwork brought to final grade shall be finished as indicated and specified in Paragraph 2. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.
 - 1.8.1.3. Temporary Protection of Disturbed Areas. Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:
 - 1.8.1.3.1. Retardation and Control of Runoff. Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses. The contractor shall also utilize any measures required by area-wide plans approved under paragraph 208 of the Clean Water Act.
 - 1.8.1.4. Waste Removal. The contractor shall remove all of the debris from the site of the work. Such disposal shall comply with all applicable Federal, State and local laws. The contractor shall, at his option, either retain for his own use or dispose of by sale or otherwise, any such materials of value. The Government will not be responsible for the protection and safekeeping of any material retained by the contractor. Such materials shall be removed from the site of the work before the date of completion of the work. If disposal material is placed on adjacent property, the contractor shall obtain, without

cost to the Government, additional right-of-way for such purposes. Such material shall be so placed as not to interfere with roads, drainage or other improvements and in such a manner as to eliminate the possibility of it entering into channels, ditches, or streams. The contractor shall submit written evidence to the CO that he has obtained permission from the property owner for disposal of material on the owner's property. The written evidence shall consist of an authenticated copy of the conveyance under which the contractor acquired the property rights and access thereto, prepared and executed in accordance with the laws of the State of Illinois.

- 1.8.1.5. Disposal of Solid Waste. Solid waste shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The contractor shall transport all solid waste off Government property and dispose of them in compliance with Federal, State, and local requirements for solid waste disposal.
- 1.8.1.6. Disposal of Chemical Waste. Chemical waste shall be stored in corrosion resistant containers, which shall be removed from the work area, and disposed of in accordance with Federal, State and local regulations.
- 1.8.1.7. Disposal of Discarded Materials. Discarded materials other than those that can be included in the solid waste category shall be handled as directed by the CO.
- 1.8.1.8. Restoration of Landscape Damage. The contractor shall restore all landscape features damaged or destroyed during construction operation outside the limits of the approved work areas. Such restoration shall be in accordance with the plans submitted for approval to the CO.
- 1.8.1.9. Post Construction Clean Up. The contractor shall clean up all area(s) used for construction.
- 1.8.2. Protection of Water Resources. The contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. The Contractor shall monitor all water areas affected by construction activities.
- 1.8.3. Protection of Air Resources. The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of Illinois and Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for those construction operations and activities specified in this section. Special management techniques as set out in Paragraphs 1.8.3.1, thru 1.8.3.4 shall be implemented to control air pollution production by the listed construction activities included in each delivery order.
 - 1.8.3.1. Particulates. Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress.
 - 1.8.3.2. Hydrocarbons and Carbon Monoxide. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to meet Federal and State allowable limits at all times.

1.8.3.3. Odors. Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

1.8.3.4. Monitoring. The contractor shall monitor all air areas affected by construction activities.

1.8.4. Protection of Fish and Wildlife. The contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the contractor prior to beginning of construction operations.

1.8.5. Protection of Historical, Archaeological, and Cultural Resources. The preservation and recovery of existing historical, archaeological and cultural resources within the contractor's work area will be so designated by the CO. Precautions shall be taken to preserve all such resources as they existed at the time they were identified to the contractor. The contractor shall install all protection for these resources so designated on drawings and shall be responsible for their preservation during delivery order work periods. Any item that may have historical or archaeological value discovered during construction shall be left undisturbed and the CO shall be immediately notified of such discovery.

1.8.6. Protection of Sound Intrusion. The contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise.

1.9. Maintenance of Pollution Control Facilities. The contractor shall maintain all constructed facilities and portable pollution control devices for the duration of delivery orders, or for that length of time construction activities create that particular pollutant.

1.10. Training of Contractor Personnel in Pollution Control. The contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

1.11. Payment. No separate payment or direct payment will be made for the cost of the work covered under this section, and all costs in connection therewith shall be included in other items for which payment is provided.

2. EARTHWORK

2.1. Scope. The work covered by this section consists of furnishing all plants, labor, equipment and materials, and performing all operations in conjunction with grading work and placing of topsoil as specified herein.

2.2. Quality Control.

2.2.1. General. The contractor shall establish and maintain quality control for all operations to assure compliance with contract requirements and maintain records of his quality control for all construction operations, including but not limited to the following:

2.2.1.1. Grading and topsoil (limits, grades, and drainage).

2.2.2. Reporting. Three copies these records as well as the records of corrective action taken, shall be furnished to the Government daily when work is underway.

2.3. Grading. This work shall consist of establishing grade and cleaning ditches to restore bottoms and side slopes to drain as directed by the CO. The contractor shall remove and dispose of all debris and material excavated from this work off government property, unless otherwise authorized by the CO. The motor grader shall meet the minimum requirements as specified under Paragraph 4.5.1. This work will be paid for under Paragraph 4.7.1.

2.4. Topsoil.

2.4.1. General. Topsoil shall be contractor-furnished from outside the government boundaries. The material shall be a friable mixture rich in nutrients and capable of supporting growth of turf, and shall be free of vegetative material, stones and other waste materials.

2.4.2. Placement. Topsoil shall be placed in locations as directed by CO. Generally this will be used to repair existing roadway shoulders. When compacted by multiple passes of the motor grader wheels, the topsoil shall match the edge of pavement.

2.5. Payment.

2.5.1. Grading. No separate payment will be made for establishing grade, cleaning ditches, and removing material and debris. All costs in connection therewith shall be included in the contract unit price for "Road Grader"

2.5.2. Topsoil. Payment for the topsoil placed as required will be made at the contract unit price per cubic yard compacted for "Topsoil", which price and payment shall constitute full compensation for topsoil, furnishing, hauling, handling, placing the topsoil, compacting the topsoil, and establishing grade.

3. ROAD WORK

3.1. Scope. The work covered by this section of the specifications consists of furnishing all plant, labor, equipment and materials, and performing all work necessary to complete road extension, parking lot and road rehabilitation, including, aggregate base course, bituminous concrete surface course, leveling binder course, portland cement concrete surface, concrete curbs, patching, road widening, seal coat, slurry seal, reflective crack control treatment, crack sealing, joint sealing, geotextile, traffic striping, prime coat, tack coat, and road stone all as specified herein.

3.2. Quality Control.

3.2.1. General. The contractor shall establish and maintain quality control for all operations to assure compliance with contract requirements and maintain records of his quality control for all construction operations, including but not limited to the following:

- a) Aggregate base course (placing, compaction, gradation, etc.).
- b) Bituminous concrete course (temperature, placing, rolling, mix). A certificate of State inspection shall be submitted for each shipment of asphalt for the job.
- c) Leveling Binder Course (temperature, placing, rolling, mix).
- d) Portland Cement Concrete Surface (forms, mix, placing etc.).
- e) Concrete Curb (forms, mix, placing etc.).
- f) Patching.
- g) Road Widening.

- h) Seal Coat (base preparation and application of bituminous materials and aggregate).
- i) Slurry Seal (temperature, mixing, and placing).
- j) Reflective Crack Control Treatment.
- k) Crack Sealing.
- l) Joint Sealing.
- m) Geotextile (material and installation).
- n) Traffic Stripping.
- o) Prime Coat.
- p) Tack Coat.
- q) Road Stone Surfacing (placing, gradation, etc.).
- r) Fine Aggregate (placing, gradation, ect.).

3.2.2. Reporting. A copy of these records and tests, as well as corrective action taken, shall be furnished to the Government daily when work is underway.

3.3. Applicable Publications. The following publications of the current issues listed below form the basic requirements of the work specified herein. Unless specified all work shall be in accordance with the Illinois Department of Transportation (I.D.O.T.) State specification referenced, unless approved by the CO.

3.3.1. Illinois Standard Specification. The January 1, 1997 edition of the State of Illinois, Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction", unless otherwise specified. The term "Engineer" as used in the edition specified above shall be interpreted to mean "CO".

3.3.2. American Society for Testing and Materials (ASTM).

C 88-83	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
C 131-81	Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
C 136-84	Sieve Analysis of Fine and Coarse Aggregates
D 242-7	Mineral Fillers for Bituminous Paving Mixtures
D 2419-74	Sound Equivalent Value of Soils and Fine Aggregates

3.3.3. Federal Specifications.

TT-P-115	Paint, Traffic, Highway, White and Yellow
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3.4. General.

3.4.1. Road Damage. The contractor shall not move or operate any type of equipment of such weight or so loaded that it will cause damage to any portion of the pavement structure either being constructed or in existence, as determined by the CO.

- 3.4.2. Weather Conditions. Unless approved by the CO the contractor shall not perform any work when the weather conditions are not in conformance with the State standards.
- 3.4.3. Clean up. Upon completion of work specified herein the contractor shall clean the area of work of all materials and debris at no additional cost to the Government.
- 3.5. Patching.
- 3.5.1. Removal. The existing pavement structure shall be prepared for patched by the following procedure. A saw cut at least 2-inches deep (or 8" deep if roadway has stabilized base) shall be made around each area as delineated by the CO. Material within these areas shall then be removed to a depth of 12-inches below the existing surface. All materials removed for the patch shall become the property of the contractor and shall be disposed of off government property, unless authorized differently by the CO.
- 3.5.2. Subbase Compaction. The existing subbase shall be compacted by performing a minimum of three passes with a vibratory-plate compactor. Geotextile meeting the requirements of Paragraph 3.13 shall be placed on the compacted subbase.
- 3.5.3. Aggregate Base Course. Aggregate shall meet the requirements of the State of Illinois, January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 351. COARSE AGGREGATE, and shall be placed in three lifts of three inches. Each lift shall be compacted by three passes with a vibratory-plate compactor.
- 3.5.4. Prime Coat. An SS-1 emulsified asphalt prime coat shall be applied to existing vertical surfaces and the compacted aggregate base. The rate of prime application shall be 0.3 gallon per square yard. All work shall meet the State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class 1 for Prime Coat.
- 3.5.5. Bituminous Concrete. Contractor shall submit a mix design of the bituminous concrete to the CO prior to placement for approval. Bituminous material for the mix shall be AC-5. The mix shall be placed on the prime in two lifts with a total thickness of three inches. Each layer shall be compacted with a mechanical tamper, a vibrating tamper or a self-propelled roller. All work shall meet the State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I, Type 2.
- 3.6. Aggregate Base Course. Aggregate for base shall be CA-6 conforming to the requirements of State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 351, COARSE AGGREGATE. Aggregate base course shall be placed in maximum 4-inch lifts and compacted by means of a power tamper or roller.
- 3.7. Leveling Binder or Leveling Course. A leveling binder (course) shall be used in accordance with State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I, Type 2.
- 3.8. Bituminous Concrete Surface. A hot bituminous concrete surface shall be applied at the location and thickness directed by the CO. The job mix formula shall meet the requirements of paragraph 3.5.5 and be submitted by the Contractor for approval 5 days in advance of the beginning of

work. Placement shall be in accordance with State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I, Type 2.

- 3.9. Tack Coat. Prior to placing Bituminous Concrete over any existing asphalt surface a tack coat of SS-1 Emulsified Asphalt shall be applied to the existing surface. The rate of tack coat application shall be 0.10 gallon per square yard. All work shall meet the State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I for Prime Coat.
- 3.10. Prime Coat. Prior to placing Bituminous Concrete or Seal Coat on an existing crushed stone base a prime coat of MC-30 Liquid Asphalt shall be applied to the existing surface. The rate of prime coat application shall be 0.3 gallon per square yard. All work shall meet the I State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, standards as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I for Prime Coat.
- 3.11. Road Stone. Contractor shall provide CA-6 crushed limestone to locations directed by CO. This stone shall be tailgate delivered in 4-inch lifts. The stone and gradation shall be approved by the CO and shall meet applicable State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, standards as specified in Section 704, COARSE AGGREGATE.
- 3.12. Fine Aggregate. Contractor shall provide FA-8 crushed limestone to locations directed by CO. This stone shall be tailgate delivered in 2-inch lifts. The stone and gradation shall be approved by the CO and shall meet applicable State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, standards as specified in Section 703, FINE AGGREGATES.
- 3.13. Geotextile. The geotextile shall be of non-woven or woven construction and consist of long chain polymeric fabric composed of polypropylene, polyethylene, polyester, polyamide or polyvinylidene-chloride and shall contain stabilizers and/or inhibitors added to the basic plastic, if necessary, to make the filaments resistant to deterioration due to ultra-violet and heat exposure. The fibers shall be oriented into a random web and stabilized whereby they retain their positions relative with each other. The geotextile shall be free of any chemical treatment or coating, which reduces permeability and shall be inert to chemicals commonly found in soil. The edge of the geotextile shall be finished to prevent the outer fiber from pulling away from the geotextile. The geotextile shall conform to the physical property requirements listed below.

Physical Property	Test Procedure	Acceptable Values*
Tensile Strength (wet)	ASTM D 1682	120 Lb. minimum in any principal direction
Elongation (wet)	ASTM D 1682	At least 15% but no greater than 80% in any principal direction
Coefficient of Water Permeability	Constant Head (50 mm)	At least 0.001 cm/sec. but not greater than 0.20 cm/sec.

Physical Property	Test Procedure	Acceptable Values*
**Equivalent Opening Method	Corps of engineers	No finer than No. 70 No coarser than No. 30 U.S. Standard Sieve
Puncture Strength	ASTM D 751***	75 pounds minimum
Mullen Burst Strength	ASTM D 3786	250 Lbs. per square inch, minimum

* Unless stated otherwise, all numerical values represent average roll values (i.e. any roll in a lot should meet or exceed the minimum value but not exceed the maximum value listed in the table.

** EOS applies only to geotextiles of woven construction

*** Tension testing machine with ring clamp, steel ball replaced with a 5/16 inch diameter solid steel cylinder with hemispherical tip centered within the ring clamp.

3.13.1. Shipment and Storage. The geotextile shall be furnished in a protective wrapping, which shall protect the geotextile from direct sunlight, ultra-violet rays, and temperatures greater than 140 degree Fahrenheit, mud, dirt, dust, and debris. To the extent possible the fabric shall be maintained wrapped in a heavy-duty protective covering.

3.13.2. Installation of the Geotextile. The geotextile shall be placed in the manner and location as directed by the CO. At the time of installation the geotextile shall be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, storage, or installation at no additional cost to the Government. The surface to receive the geotextile shall be prepared to a relatively smooth condition free of obstructions, depressions, and debris. Erosion features such as rills, gullies, etc. must be graded out of the surface before geotextile placement. The geotextile shall be laid smooth and free of tension, stress folds, wrinkles, or creases.

3.13.3. Protection of Geotextile. The geotextile shall be protected at all times during construction from contamination by surface run-off and any geotextile so contaminated shall be removed and replaced with uncontaminated geotextile. The Contractor at no cost to the Government shall replace any geotextile damaged during its installation. The Contractor shall submit manufacturer's data indicating that the geotextile he proposes to use meets these standards.

3.14. Reflective Crack Control Treatment. The Co will direct the contractor to apply either a sheet or strip treatment at the location requiring reflective crack control treatment. All work shall meet the State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction as specified in Section 443 REFLECTIVE CRACK CONTROL TREATMENT, System A and C.

3.15. Crack Sealing. All cracks to be sealed shall be thoroughly cleaned out and routed to remove all dirt, sand, stone, vegetation, or other foreign material. The crack, joint, or fissure to be repaired shall be cleaned to a depth of not less than one-half (1/2) the total thickness of the pavement. The sealant materials shall adhere to the crack walls and provide a tough, flexible membrane that bridges the crack and seals the pavement against water intrusion. The material may be either squeegeed flush with the crack surface or allowed to bead over the crack edges and may be left

exposed to the elements without over coating. Crack sealant shall be Trugaurd Crack Sealant as manufactured by Owens/Corning Fiberglass. Contractor may submit other equal products to the CO, before submitting the bids, for approval. Areas with cracking greater than one (1) inch will be covered under paragraph 3.5, Patching. Traffic will not be allowed on the sealed area until a tough membrane is formed which can be subjected to traffic without "pick-up", normally one hour minimum. The sealant shall be compatible with coal tar and asphalt sealers used in seal-coating pavements and retain its flexible and elastic properties to below freezing temperatures. The sealant shall not bleed when exposed to high ambient temperatures.

3.16. Joint Sealer

3.16.1. General. The Joint Sealer work shall consist of a polyurethane elastomeric joint sealer, SikaFlex-15LM as manufactured by the Sika Corporation or approved equal. The joint sealer shall be applied in accordance with the manufacturers' specifications. The joint sealant shall be applied at locations directed by the CO.

3.16.2. Surface Preparation. Contractor shall remove the existing joint filler or sealant necessary to facilitate the installation of the new sealant. All joint surfaces must be clean, sound, and dry. Joint surfaces shall be free of oils, grease, dirt, and any other foreign matter that might prevent bonding. A surface primer and backer rod shall be used in accordance with manufactures' specifications.

3.17. Slurry Seal

3.17.1. General. The slurry seal surface shall consist of a mixture of emulsified asphalt, mineral aggregate, and water; properly proportioned, mixed, and spread evenly on the surface as specified herein and as directed by the CO. The cured slurry shall have a homogenous appearance, fill all cracks, adhere firmly to the surface, and have a skid resistant texture.

3.17.2. Asphalt Emulsion. The emulsified asphalt shall be of type SS-1h or CSS-1h asphalt emulsion.

3.17.3. Aggregate. The mineral aggregate shall consist of natural or manufactured sand, slag, crushed fines, and others or a combination thereof. Smooth-textured sand of less than 1.25 % water absorption shall not exceed 50 % of the total combined aggregate. The aggregate shall be clean and free from vegetable matter and other deleterious substances. When tested by ASTM D2419, the aggregate blend shall have a sand equivalent of not less than 45 %. When tested according to ASTM C88 the aggregate shall show a loss of not more than 15 %. When tested according to ASTM C131 the aggregate shall show a loss of not more than 35 %.

3.17.3.1. Mineral fillers such as Portland cement, limestone dust, fly ash, and others shall be considered as part of the blended aggregate and shall be used in minimum required amounts. They shall meet the gradation requirements of ASTM D242. Mineral fillers shall only be used if needed to improve the workability of the mix or gradation of the aggregate.

3.17.3.2. The combined mineral aggregate shall conform to the following gradation when tested as specified above.

Sieve Size	Type 1 Passing Percent
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Sieve Size	Type 1 Passing Percent
½ (12.5mm)	100
3/8 (9.5mm)	100
No. 4 (4.75mm)	100
No. 8 (2.36mm)	90 – 100
No. 16 (1.88mm)	65 – 90
No. 30 (600 um)	40 – 60
No. 50 (300 um)	25 – 42
No. 100 (150 um)	15 – 30
No. 200 (75 um)	10 – 20
Theoretical Asphalt Content % Dry Aggregate	10 – 16

3.17.4. Water. All water used with the slurry mixture shall be potable and free from harmful soluble salts.

3.17.5. Laboratory Testing. Sources of all materials shall be selected prior to the time the materials are required for use in the work. All samples shall be taken according to procedures previously mentioned. All materials shall be pretested in a qualified laboratory as to their suitability for use in slurry. The theoretical asphalt content shall be determined. The laboratory shall also determine if mineral filler is required, and if so, how much should be used. Test samples shall be made and tested on a Wet Track Abrasion Machine. A complete laboratory analysis and test report accompanied by abraded and unabraded slurry test samples shall be submitted by the Contractor before the job starts.

3.17.6. Stockpiling of Aggregates. Precautions shall be taken to insure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

3.17.7. Storage. The Contractor shall provide suitable storage facilities for the asphalt emulsion. The container shall be equipped to prevent water from entering the emulsion. Suitable heat shall be provided if necessary to prevent freezing.

3.17.8. Sampling. The Contractor shall furnish samples of materials and of the finished slurry surface during progress of the work. Test reports may be requested from the Contractor as additional materials arrive.

- 3.17.9. Equipment. All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working order at all times. Descriptive information on the slurry mixing and applying equipment to be used shall be submitted for approval not less than five (5) days before the work starts.
- 3.17.9.1. Slurry Mixing Equipment. The slurry-mixing machine shall be continuous flow mixing unit and be capable of delivering accurately a predetermined proportion of aggregate, water and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together. Nonviolent mixing shall be permitted. The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed. The fines feeder shall be used whenever added mineral filler is a part of the aggregate blend.
- 3.17.9.2. Slurry Spreading Equipment. Attached to the mixer machine shall be a mechanical type squeegee distributor equipped with flexible material in contact with the surface to prevent loss of slurry from the distributor. It shall be maintained so as to prevent loss of slurry on grades and crown by adjustments to assure uniform spread. There shall be a steering device and a flexible strike off. The spreader box shall have an adjustable width. The box shall be kept clean, and build-up of asphalt and aggregate on the box shall not be permitted. The use of burlap drags or other drags shall be approved by the COR.
- 3.17.9.3. Cleaning Equipment. Power brooms, power blowers, air compressors, water flushing equipment, and hand brooms shall be suitable for cleaning the surface and cracks of the old surface.
- 3.17.9.4. Auxiliary Equipment. Hand squeegees, shovels and other equipment shall be provided as necessary to perform work.
- 3.17.10. Surface preparation. Immediately prior to applying the slurry, the surface shall be cleaned of all loose material, silt, spots, vegetation, and other objectionable material. Any standard cleaning method used to clean pavements will be acceptable, except water flushing will not be permitted in areas where considerable cracks are present in the pavement surface. The COR shall give final approval of the surface.
- 3.17.11. Composition and Rate of Application of the Slurry Mix. The amount of asphalt emulsion to be blended with the aggregate shall be that as determined by the laboratory report after final adjustments in the field. A minimum amount of water shall be added as necessary to obtain a fluid and homogenous mixture. The rate of application shall be a least 6 pounds per square yard but not greater than 8 pound per square yard.
- 3.17.12. Weather Limitations. The slurry seal surface shall not be applied if either the pavement or air temperature is 55 degrees F or below and falling, but may be applied when both air and pavement temperature is 45 degrees F or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time.

- 3.17.13. Traffic Control. Suitable methods such as barricades, flagmen, pilot cars, etc., shall be used to protect the uncured slurry surface from all types of traffic. Any damage to the uncured slurry will be the responsibility of the Contractor. The CO shall give final approval as to the method used.
- 3.17.14. Application of the Slurry Surfaces. The surface may be pre-wetted by fogging ahead of the slurry box if required by local conditions. Water used in pre-wetting the surface shall be applied at such a rate that the entire surface is damp with no apparent flowing water in front of the slurry box. The slurry mixture shall be of the desired consistency when deposited on the surface and no additional elements shall be added. Total time of mixing shall not exceed four minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate will be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry shall be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spreader. No streaks such as caused by oversized aggregate shall be left in finished pavement. Concrete parking blocks removed prior to placing the slurry seal shall be replaced and anchored after the seal has been applied, or stored.
- 3.17.14.1. Joints. No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints.
- 3.17.14.2. Hand Work. Approved squeegees shall be used to spread slurry in non-accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from handwork.
- 3.17.14.3. Curing. Treated areas shall be allowed to cure until such time as the CO permits their opening to traffic.
- 3.17.15. Parking Block Removal and Reinstallation. The existing concrete parking blocks shall be removed prior to starting work in the respective areas and shall be reinstalled after completing all work in steel rods to 2-inches below the top surface of the parking block. The Contractor shall be responsible for replacing any concrete parking these immediate areas. The Contractor shall reinstall all the parking blocks, at locations directed by the CO, by driving #4 or #5 x 3'-0" blocks which he cracks or breaks at no additional cost to the Government.
- 3.18. Seal Coat
- 3.18.1. General. Seal coat shall be applied at the locations indicated by the CO. All work shall meet the ILLINOIS Standard Specifications for Road and Bridge Construction as specified in SECTION 403, BITUMINOUS SURFACE TREATMENT (Class A-1, A-2, A-3).
- 3.18.2. Surface Preparation. Existing treated surfaces shall be cleaned by the use of shovels, hand or power brooms, or scrapers, so as to remove all mud, matted earth, dust, and other foreign materials. Special care shall be taken to clean the edges of the surface. Where a considerable mat of mud or earth exists, it shall be removed long enough in advance of the application of bituminous materials to allow the surface to become thoroughly dry. Any surplus material such as mated bituminous material or excess aggregate previously spread and not definitely bonded to the surface shall be scraped and swept. Material cleaned from the surface shall be removed from Government property.

- 3.18.3. Materials. Bituminous material sealer shall be RS-2 or an approved alternate. Stone cover shall be crushed limestone aggregate with a CA-16 gradation in Illinois.
- 3.18.4. Application. Application rates shall be 0.3 gallons per square yard of RS-2 bituminous material sealer and 20 pounds per square yard of aggregate; however, the CO may direct these rates to vary as dictated by field conditions. Bituminous materials shall be applied by means of a hydrostatic pressure distributor. Application shall be uniform in quantity and under such pressure as to thoroughly coat the stone. Hand pouring pot, or hose and nozzle shall not be used except where special conditions make it impractical to use the distributor.
- 3.18.4.1. Application of hot bituminous material shall not be made further than 15 minutes in advance of the application of covering aggregate. To insure the above procedure, only that part of the distributor tank capacity shall be applied as will be covered before the bituminous material has had time to cool appreciably from application temperatures.
- 3.18.4.2. Extreme care shall be taken during the application of bituminous material to protect curbs, sidewalks and adjacent structures from discoloration or damage. The curbs may be protected by the use of lime paste, canvas baffles, or by the use of a metal or other means. The contractor at his expense shall repair any curbs or structures damaged during construction.
- 3.18.4.3. Aggregate shall be applied by means of a mechanical spreader, which will accurately measure and uniformly spread the material in the required amount. All portions of the surface not covered by mechanical spreader shall be hand spotted so that the entire surface will be uniformly covered. The surface shall then be rolled. A power driven pneumatic tired roller weighing not less than five (5) tons shall be used. Rolling shall be carried on longitudinally beginning at the edges of the pavement and shall proceed on each side toward the center of the pavement, overlapping on successive trips by at least one-half (2) the width of the rear wheel. The roller shall be operated in such a manner as to avoid horizontal displacement of the material.
- 3.18.4.4. After the aggregate has been placed and rolled and the bituminous material is totally cured, any loose aggregate shall be removed. Removed material shall be stockpiled at a location directed by the CO.
- 3.18.5. Parking Block Removal and Reinstallation. The existing concrete parking blocks shall be removed prior to starting work in the respective areas and shall be reinstalled after completing all work in these immediate areas. The Contractor shall reinstall all the parking blocks, at locations directed by the CO, by driving #4 or #5 x 3'-0" steel rods to 2-inches below the top surface of the parking block. The Contractor shall be responsible for replacing any concrete parking blocks, which he cracks or breaks, at no additional cost to the Government.
- 3.19. Road Widening. This work will be limited to areas 3 feet or less beyond existing pavement edge. Widening shall consist of a sawcut along edge of existing bituminous concrete, removal of shoulder materials to a depth of 12 inches, compaction of subbase, placement of Geotextile, placement of 9-inches (3-3 inch lifts) of compacted aggregate base course as specified in 3.5.3, priming with MC-30, and surfacing with 3-inches of bituminous concrete as specified in 3.5.5. Aggregate base course and bituminous concrete shall be as approved by the CO. The CO will

direct the exact configuration of the widening. No road widening excavation will be left open overnight.

- 3.20. Portland Cement Concrete Surface. Portland cement concrete surface with reinforcement and forms shall be applied at the location and thickness as directed by the CO. Portland cement concrete pavement shall conform to the State of ILLINOIS January 1, 1997, standard Specifications for Road and Bridge Construction as specified in SECTION 420, PORTLAND CEMENT CONCRETE PAVEMENT, Class PV.
- 3.21. Concrete Curbs. Concrete curb shall conform to the State of ILLINOIS January 1, 1997, standard Specifications for Road and Bridge Construction as specified in SECTION 606, CONCRETE GUTTER, CONCRETE CURB, CURB AND GUTTER, CONCRETE MEDIAN, PAVED DITCH. Concrete COMBINATION curbs shall meet the Configuration as shown in Appendix A unless otherwise specified by the CO. Contractor shall backfill and patch back with suitable materials. Work locations shall be as directed by the CO.
- 3.22. Traffic Striping and Arrows. Painting of the parking areas and road traffic striping, markings and arrows shall conform to the details as provided by the CO. All striping shall be four inches wide with sharp, distinct edges. Traffic paint shall conform to Federal Specification TT-P-115, yellow or white as applicable.
- 3.23. Bituminous Surface removal. All Bituminous surface removal shall be performed in conformance with the State of ILLINOIS Department of Transportation Standard Specifications for Road and Bridge Construction dated 1 January 1997 section 440. All materials generated as a result of this work will be disposed of off government property.
- 3.24. Measurement and Payment.
 - 3.24.1. Patching. Patching will be measured for payment by the square yard. Payment for patching will be made at the applicable contract unit price per square yard for "patching". Payment shall constitute full compensation for furnishing equipment, materials and labor required to saw cut the existing bituminous concrete surface, remove existing material, compact subbase, furnish and install Geotextile, furnish and compact aggregate base material, prime coat, and place and compact bituminous concrete, and dispose of all removed materials.
 - 3.24.2. Road Widening. Road widening will be measured for payment by the square yard. Payment for the road widening will be made at the contract unit price per square yard for "Road Widening", which price and payment shall constitute full compensation for furnishing all equipment, materials, and labor required to make sawcut, remove materials, compact subbase, furnish and place geotextile, place and compact aggregate base, place prime coat, place and compact surfacing and dispose of all removed materials.
 - 3.24.3. Leveling Binder (Leveling Course).
 - 3.24.3.1. Measurement. The leveling binder will be measured for payment by the ton (2,000 pounds). Weights will be determined from certified weight tickets, which shall be furnished by the Contractor without additional cost to the Government. A certified weight ticket shall be defined as each truck being weighed empty, and again when loaded and the ticket, identified by the Contractor's name and the contract number, signed by the approved quarry representative with the statement "certified correct". This procedure will be followed for each load hauled. The Contractor shall verify the accuracy and completeness of each ticket before submitting it to the Government. He

shall initial each ticket to reflect his verification. The Contractor shall furnish certification stating the scales used were tested and approved by the local authority.

- 3.24.3.2. **Payment.** Payment for the leveling binder as required, will be made at the contract unit price per ton for "leveling binder", which price and payment shall constitute full compensation for all costs of furnishing, hauling, handling, placing and compacting the leveling binder.
- 3.24.4. **Bituminous Concrete Surface.**
 - 3.24.4.1. **Measurement.** The Bituminous concrete surface will be measured for payment by the ton (2,000 pounds). Weights will be determined from certified weight tickets, which shall be furnished by the Contractor without additional cost to the Government, all in accordance with paragraph 3.21.3.1.
 - 3.24.4.2. **Payment.** Payment for the bituminous concrete surface will be made at the contract unit price per ton for "Bituminous Concrete Surface" which price and payment shall constitute full compensation for furnishing, hauling, handling, placing and compacting the bituminous concrete surface.
- 3.24.5. **Geotextile.** Geotextile will be measured for payment by the square yard. Payment for the geotextile will be made at the applicable contract unit price per square yard for "Geotextile" which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing surface, and furnish and place the geotextile, except that geotextile used in patching or widening will not be paid for separately.
- 3.24.6. **Reflective Crack Control Treatment.** Reflective crack control treatment will be measured as follows: "Reflective Crack Control System A" will be measured per square yard and "Reflective Crack Control System C" will be measured per linear foot. Payment for reflective crack control treatment will be at the contract unit price per square yard for "Reflective Crack Control System A" and at the contract unit price per linear foot for "Reflective Crack Control System C", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare existing surface, apply fabric and tack coat.
- 3.24.7. **Slurry Seal.** The slurry seal will be measured for payment by the square yard. Payment for the slurry seal will be at the contract unit price per square yard for "Slurry Seal", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing surface, and mix and place the slurry seal. The removal and replacement of parking blocks is to be included in the square yard unit price.
- 3.24.8. **Crack Sealing.** Crack sealing will be measured for payment in gallons used. Contractor shall furnish certified statements and invoices, which verify quantity used. Payment for the crack sealing will be made at the applicable contract unit price per gallon for "Crack Seal", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing cracks and place sealant materials.
- 3.24.9. **Joint Sealing.** Joint sealing will be measured for payment in gallons used. Contractor shall furnish certified statements and invoices, which verify quantity used. Payment for the joint sealing will be made at the applicable contract unit price per gallon for "Joint Seal", which

price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing joints and place sealant materials.

- 3.24.10. Portland Cement Concrete Surface. Portland cement concrete surface will be measured for payment by the cubic yard. Payment for Portland cement concrete surface will be made at the contract unit price per cubic yard for "Portland Cement Concrete Surface", which price and payment shall constitute full compensation for the necessary equipment, materials and labor required to construct base, subbase, forms, reinforcement, concrete, and finishing.
- 3.24.11. Concrete Curbs. Concrete curbs will be measured for payment by the linear foot. Payment for concrete curbs will be made at the contract unit price per linear foot for "Concrete Curb", which price and payment shall constitute full compensation for furnishing the necessary equipment, material and labor for excavating and back filling and placing curbs.
- 3.24.12. Prime Coat. Prime coat will be measured for payment by the gallon. Contractor shall furnish certified statements and invoices, which verify quantity used. Payment for the prime coat will be made at the applicable contract unit price per gallon for "Prime Coat", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to apply the prime coat and preparing receiving surface, except that prime coat used in conjunction with patching or widening will not be paid for separately.
- 3.24.13. Tack Coat. Tack coat will be measured for payment by the gallon. Contractor shall furnish certified statements and invoices, which verify quantity used. Payment for the tack coat will be made at the applicable contract unit price per gallon for "Tack Coat", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to apply the tack coat and preparing receiving surface.
- 3.24.14. Seal Coat. Seal coat will be measured for payment by the square yard. Payment for the seal coat will be at the contract unit price per square yard for "Seal Coat", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing surface and applying the seal coat and aggregate. The removal and replacement of parking blocks are to be included in the square yard unit price.
- 3.24.15. Road Stone. Road Stone will be measured for payment by the ton (2,000 pounds). The weights to be paid for will be determined from certified weight tickets as furnished by the Contractor in accordance with paragraph 3.24.3.1. Payment for the road stone will be made at the applicable contract unit price per ton for "Road Stone", which prices and payments shall constitute full compensation for all costs of furnishing, hauling, and tailgating.
- 3.24.16. Fine Aggregate. Fine Aggregate will be measured for payment by the ton (2,000 pounds). The weights to be paid for will be determined from certified weight tickets as furnished by the Contractor in accordance with paragraph 3.24.3.1. Payment for the road stone will be made at the applicable contract unit price per ton for "Fine Aggregate", which prices and payments shall constitute full compensation for all costs of furnishing, hauling, and tailgating.
- 3.24.17. Traffic Striping and Arrows. Traffic striping and arrows will be measured for payment by the square foot. Payment for parking areas and traffic striping, markings and arrows will be made at the applicable contract unit price per square foot for "Traffic Striping and Arrows"

which price and payment shall constitute full compensation for all plant, labor and materials necessary for furnishing and installing traffic striping, arrows, markings and lettering.

- 3.24.18. Bituminous Surface Removal. Bituminous surface removal will be measured for payment by the square yard. Payment will be made at the applicable contract price per square yard for "Bituminous Surface Removal". Payment will constitute full compensation for all Equipment, Labor and Materials necessary to remove bituminous surface up to the specified depth by the use of a self- propelled planing machine or a self- propelled milling machine and the disposal of all materials generated as a result of this work.

4. RENTAL OF EQUIPMENT WITH OPERATING PERSONNEL

- 4.1. Scope. The equipment described within this section shall be used for performing required operations in connection with the general scope of work of this contract and in accordance with specifications contained in this contract and/or delivery order drawings.

- 4.1.1. Rental Prices. The rental prices for equipment shall include equipment, equipment operators, and such other personnel or equipment as necessary for operation of the equipment at the worksite, fuel, lubricants, and repairs. The equipment furnished shall be of standard make and the capacities indicated herein. Personnel furnished as operators for this equipment shall be thoroughly qualified in the use of equipment in order that maximum capacity may be obtained. All equipment and labor furnished by the Contractor shall be subject to the approval of the Contracting Officer.

4.2. Delivery and Release of Equipment.

- 4.2.1. Delivery of Equipment. The Contractor shall deliver the necessary equipment with personnel to the worksite of each delivery order and begin work as required by each delivery order.
- 4.2.2. Release of Equipment. Upon completion and acceptance of the work, the C O will release the equipment to the Contractor.

4.3. Operating and Working Time.

- 4.3.1. Operating Time. The equipment shall be available for operation a minimum of an eight (8) hour day basis, for a minimum of five (5) days per week (Monday through Friday), weather and other conditions permitting. No work will be performed when soil and/or weather conditions, in the opinion of the Contracting Officer, or his representative at the site, will not permit efficient and economical operations.
- 4.3.2. Suspension of Operations. Should soil and/or weather conditions develop during the life of the delivery order, which will, in the opinion of the field representative of the Contracting Officer, make further work impracticable or undesirable, the Contractor will be ordered to suspend operations until such time as the working conditions improve and become suitable for further work to proceed. The Contractor shall be required to recommence work within 48 hours. No adjustment in contract price will be made to the Contractor, resulting from any suspension of work up to and including thirty (30) consecutive days, however the delivery order work period will be extended for each working day that operations are suspended. If work is to be suspended for over thirty (30) consecutive calendar days after the receipt of the suspension order, the Contracting Officer will provide one of the following directions:

- a. Remobilization. If it is in the best interest of the Government, all equipment will be directed to demobilized until such time as working conditions improve and become suitable for further work to proceed. At such time the Contractor will be directed to remobilize and complete all remaining work. An equitable adjustment pursuant to the "Changes" Clause will be made for the additional mobilizations and demobilization costs.
- b. Price Adjustment. The suspension may be ordered to remain in effect until such time as working conditions improve and become suitable for further work to proceed. An equitable adjustment in contract price in accordance with the Contract Clause entitled, "Suspension of Work," will be made for any suspension in excess of thirty (30) consecutive calendar days.
- c. Termination. Delivery order items for work required within the specifications of this section and for work directly associated with the performance of the specifications of this section may be terminated in accordance with the Contract Clause entitled, "Termination for Convenience of the Government."

4.4. Maintenance and Replacement Of Equipment.

- 4.4.1. Maintenance. The Contractor shall make repairs and maintenance of equipment, and the working equipment shall be in safe and good working condition when furnished and shall be kept in safe and good working condition when in use. The Contractor shall keep small repair parts and replacements shall be made with a minimum of lost time and in a manner satisfactory to the C O. The Contractor shall furnish all fuel, grease, and other operating supplies as required for the proper operation of the equipment. Costs for the foregoing shall be included in the contract unit prices and no separate payment therefore will be made.
- 4.4.2. Replacements. The Contractor to the satisfaction of the C O shall promptly replace any equipment, which in the opinion of the C O, proves to be deficient in quality as the work progresses. If the Contractor does not promptly make such deficient equipment good, the C O reserves the right to terminate the use of such equipment.

4.5. Equipment

- 4.5.1. Motor Grader. The Contractor shall provide a motor grader and operator for the purpose of grading crushed stone roads. The motor grader shall be equal to a Caterpillar Number 12 having a minimum flywheel horsepower rating of 115 or approved equal for the purpose of grading crushed stone roads. Motor grades shall have a minimum blade length of 12 feet. The CO shall determine work periods and locations.
- 4.5.2. Backhoe. The Contractor shall provide a rubber tired backhoe and operator. The backhoe shall be equal to a John Deere 510B having a minimum flywheel horsepower rating of 70 and a backhoe bucket of 24-inch width. The CO shall direct work periods and locations.
- 4.5.3. Roller. The Contractor shall provide a vibratory roller and operator. The roller shall be equal to a Raygo Model 7024A, having a minimum flywheel horsepower rating of 115. CO shall direct work periods and locations.
- 4.5.4. Dump Truck. The Contractor shall provide a dump truck with tandem rear axles and driver. The truck shall have a minimum load capacity of 12 tons. The CO shall direct work periods and locations.
- 4.5.5. Front End Loader. The Contractor shall provide a tracked front end loader and operator. The front end loader shall be equal to an International 175 having a minimum flywheel

horsepower rating of 175 and a loading bucket with a minimum capacity of one cubic yard. The CO shall direct work periods and locations.

4.5.6. Hydraulic Excavator-The Contractor shall provide a Hydraulic Excavator with a horizontal reach of at least 25 ft. and a bucket size of no less than 2 CY and operator. The CO shall direct work periods and locations.

4.5.7. Dozer. The contractor shall provide a tracked dozer with operator and a draw bar minimum horsepower rating of 165 and a blade attachment for shaping and grading. The CO shall direct work periods and locations.

4.6. Measurement.

4.6.1. Equipment Rental. Measurement for equipment rental will be computed by the C O in hours of productive operation. In computing the number of hours of productive operation, only the time of actual operation will be considered. Standby or idle time, including lunch periods when equipment is not operating, will not be paid for, except that time up to 15 minutes per 8-hour day spent in refueling, greasing, oiling, breakdowns, or in replacing of parts will be paid for. Hours of actual operation shall also include site-to-site mobilizations within each contract area and time spent receiving field instructions from the C O.

4.7. Payment.

4.7.1. Equipment Rental with Operator. Payment for all equipment rental with operators under this section will be made at the respective contract unit price per hour for "(EQUIPMENT DESCRIPTION)," which price and payment shall constitute full compensation for the cost of equipment, operator, fuel, materials, supplies, repairs and support equipment necessary to complete the work specified within each delivery order.

4.7.2. Mobilization and Demobilization. Payment for mobilization and demobilization of all Contractor equipment will be made at the applicable contract unit price per each for "(EQUIPMENT DESCRIPTION), Mobilization and Demobilization" for each piece of equipment listed on bidding schedule, which prices shall constitute full compensation for the cost of equipment, operator, fuel, materials, supplies, repairs and support equipment necessary to deliver each piece of equipment to the worksite, on the ground and in operating condition and to remove each piece of equipment from the worksite.

5. ESTABLISHMENT OF TURF

5.1. Scope. The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for seeding, fertilizing, liming, mulching, and watering the area as specified herein.

5.2. Quality Control.

5.2.1. General. The Contractor shall establish and maintain quality control for all operations herein specified to assure compliance with contract specifications and shall maintain records of his quality control for all construction operations including but not limited to, the following:

- a. Preparation of ground surface.
- b. Fertilizing and liming
- c. Mulching

d. Soil stabilization

e. Watering

5.2.2. Reporting. A copy of these records and tests, as well as the records of corrective action taken, shall be furnished to the Government daily.

5.3. Areas To Be Treated. Turf shall be established on all areas of new topsoil, shoulder work, and ditch cleaning. All other disturbed areas as specified in paragraph 1, ENVIRONMENTAL PROTECTION, shall be seeded by the Contractor at no expense to the Government.

5.4. Commencement, Prosecution, And Completion. Seeding operations shall be performed between 1 April and 15 October. Seed, fertilizer, limestone and mulch shall be applied at the specified rates in accordance with standard horticultural practices for establishing new turf.

5.5. Materials.

5.5.1. Seed. Seed shall be fresh new crop and furnished in sealed containers. Wet, moldy or otherwise damaged seed will not be acceptable. Seed shall further conform to following:

Kind of Seed	Min. lbs per acre	Min. Purity (%)	Max. Germination (%)	Weed Content (%)
Tall Fescue	50	97	85	0.8
Perennial Rye Grass	60	98	85	0.8

5.6. Inspection and Acceptance. Acceptance of seeded areas will be based upon having a dense, well-rooted turf, capable of preventing all erosion. Grass areas showing signs of erosion, ruts, etc. will not be acceptable.

5.7. Measurement and Payment. Establishment of turf will be measured for payment by the square yard. Payment will be made at the contract unit price per square yard for "Establishment of Turf", which price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment for application of fertilizer, limestone, seeding, mulching and watering.

6. ENVIRONMENTAL PROTECTION

6.1. Scope. This section covers prevention of environmental pollution and damage as the result of construction operations under this contract. This section is an addition to those measures set forth in other sections of these Technical Provisions. For the purpose of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

6.2. Contracting Officer. The Term “Contracting Officer” (CO) means the person executing this contract on the behalf of the Government and any other officer or civilian employee who is properly designated Contracting Officer. The term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer (COR) acting within the limits of their authority.

6.3. Quality Control.

6.3.1. General. The Contractor shall establish and maintain quality control for environmental protection operations to assure compliance with contract requirements and maintain detailed records of his quality control for all construction operations including, but not limited to, the following:

- g. Laws, Regulations and Ordinances. Compliance with all Federal, State and local laws, regulations, and ordinances concerning pollution control.
- h. Protection of Land Resources. (See Paragraph 1.8.1)
- i. Protection of Water Resources. (See Paragraph 1.8.2)
- j. Protection of Air Resources. (See Paragraph 1.8.3)
- k. Protection of Fish and Wildlife. (See Paragraph 1.8.4)
- l. Protection of Historical, Archaeological, and Cultural Resources. (See Paragraph 1.8.5)

6.3.2. Reporting. Three copies of these records and tests, as well as records of corrective action taken, shall be furnished to the Government daily when work covered by this section is being performed.

6.4. Permits and Licenses. The contractor shall obtain and comply with all required permits and licenses. Copies of all applications, permits and licenses obtained from Federal, State and local governing bodies pursuant to this contract shall be submitted to the CO.

6.5. Environmental Protection Plan (EPP). Within 15 days after receipt of delivery orders with work periods in excess of 30 calendar days and prior to the commencement of work or onsite mobilization, the Contractor shall submit in writing an EPP and meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the EPP. Acceptance of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Government reserves the right to require the Contractor to make changes in his EPP and operation as necessary to maintain satisfactory environmental protection performance. The EPP shall include, but not be limited to, the following:

- i. Methods for protection of features to be preserved within authorized work area. The contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.
- j. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the environmental protection plan.
- k. Permit or license and location of solid waste disposal areas.
- l. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, temporary structures, sanitary facilities, and stockpiles of materials.

- m. Environmental monitoring plans for the worksite, including land, water, air and noise monitoring.
 - n. Traffic control plan.
 - o. Methods of protecting surface and ground water during construction activities.
 - p. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or non-use. Plan shall include measures for marking the limits of use areas.
- 6.6. Subcontractors. Assurance of compliance with this section by subcontractors will be the responsibility of the contractor.
- 6.7. Noncompliance. The CO will notify the contractor in writing of any observed noncompliance with the contractor's EPP. The contractor shall, after receipt of such notice, inform the CO of proposed corrective action and take such action as may be approved. If the contractor fails to comply promptly, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damages allowed to the contractor for any such suspension.
- 6.8. Protection of Environmental Resources. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of each delivery order work period. The contractor shall confine his activities to areas defined by the drawings and specifications in each delivery order. Environmental protection shall be as stated in the following subparagraphs.
- 6.8.1. Protection of Land Resources. Prior to the beginning of any construction, the CO will identify all land resources to be preserved within the contractor's work area. The contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms without special permission from the CO. No ropes, cables, or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.
- 6.8.1.1. Work Area Limits. Prior to any construction, the contractor shall mark the areas that are not required to accomplish all work to be performed under delivery orders. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence and during all construction operations. Where construction operations are to be conducted during darkness, the marker shall be visible during darkness. The contractor shall convey to his personnel the purpose of marking and /or protection of all necessary objects.
- 6.8.1.2. Reduction of Exposure of Unprotected Erodible Soils. Earthwork brought to final grade shall be finished as indicated and specified in Paragraph 2. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.
- 6.8.1.3. Temporary Protection of Disturbed Areas. Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:
- 6.8.1.3.1. Retardation and Control of Runoff. Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses. The contractor shall also utilize any measures required by area-wide plans approved under paragraph 208 of the Clean Water Act.

- 6.8.1.4. **Waste Removal.** The contractor shall remove all of the debris from the site of the work. Such disposal shall comply with all applicable Federal, State and local laws. The contractor shall, at his option, either retain for his own use or dispose of by sale or otherwise, any such materials of value. The Government will not be responsible for the protection and safekeeping of any material retained by the contractor. Such materials shall be removed from the site of the work before the date of completion of the work. If disposal material is placed on adjacent property, the contractor shall obtain, without cost to the Government, additional right-of-way for such purposes. Such material shall be so placed as not to interfere with roads, drainage or other improvements and in such a manner as to eliminate the possibility of it entering into channels, ditches, or streams. The contractor shall submit written evidence to the CO that he has obtained permission from the property owner for disposal of material on the owner's property. The written evidence shall consist of an authenticated copy of the conveyance under which the contractor acquired the property rights and access thereto, prepared and executed in accordance with the laws of the State of Illinois.
- 6.8.1.5. **Disposal of Solid Waste.** Solid waste shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The contractor shall transport all solid waste off Government property and dispose of them in compliance with Federal, State, and local requirements for solid waste disposal.
- 6.8.1.6. **Disposal of Chemical Waste.** Chemical waste shall be stored in corrosion resistant containers, which shall be removed from the work area, and disposed of in accordance with Federal, State and local regulations.
- 6.8.1.7. **Disposal of Discarded Materials.** Discarded materials other than those that can be included in the solid waste category shall be handled as directed by the CO.
- 6.8.1.8. **Restoration of Landscape Damage.** The contractor shall restore all landscape features damaged or destroyed during construction operation outside the limits of the approved work areas. Such restoration shall be in accordance with the plans submitted for approval to the CO.
- 6.8.1.9. **Post Construction Clean Up.** The contractor shall clean up all area(s) used for construction.
- 6.8.2. **Protection of Water Resources.** The contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. The Contractor shall monitor all water areas affected by construction activities.
- 6.8.3. **Protection of Air Resources.** The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of Illinois and Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for those construction operations and activities specified in this section. Special management techniques as set out in Paragraphs 1.8.3.1, thru 1.8.3.4 shall be implemented to control air pollution production by the listed construction activities included in each delivery order.
- 6.8.3.1. **Particulates.** Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress.
- 6.8.3.2. **Hydrocarbons and Carbon Monoxide.** Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to meet Federal and State allowable limits at all times.
- 6.8.3.3. **Odors.** Odors shall be controlled at all times for all construction activities, processing and preparation of materials.
- 6.8.3.4. **Monitoring.** The contractor shall monitor all air areas affected by construction activities.

- 6.8.4. Protection of Fish and Wildlife. The contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the contractor prior to beginning of construction operations.
- 6.8.5. Protection of Historical, Archaeological, and Cultural Resources. The preservation and recovery of existing historical, archaeological and cultural resources within the contractor's work area will be so designated by the CO. Precautions shall be taken to preserve all such resources as they existed at the time they were identified to the contractor. The contractor shall install all protection for these resources so designated on drawings and shall be responsible for their preservation during delivery order work periods. Any item that may have historical or archaeological value discovered during construction shall be left undisturbed and the CO shall be immediately notified of such discovery.
- 6.8.6. Protection of Sound Intrusion. The contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise.
- 6.9. Maintenance of Pollution Control Facilities. The contractor shall maintain all constructed facilities and portable pollution control devices for the duration of delivery orders, or for that length of time construction activities create that particular pollutant.
- 6.10. Training of Contractor Personnel in Pollution Control. The contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.
- 6.11. Payment. No separate payment or direct payment will be made for the cost of the work covered under this section, and all costs in connection therewith shall be included in other items for which payment is provided.
7. EARTHWORK
- 7.1. Scope. The work covered by this section consists of furnishing all plants, labor, equipment and materials, and performing all operations in conjunction with grading work and placing of topsoil as specified herein.
- 7.2. Quality Control.
- 7.2.1. General. The contractor shall establish and maintain quality control for all operations to assure compliance with contract requirements and maintain records of his quality control for all construction operations, including but not limited to the following:
- 7.2.1.1. Grading and topsoil (limits, grades, and drainage).
- 7.2.2. Reporting. Three copies these records as well as the records of corrective action taken, shall be furnished to the Government daily when work is underway.
- 7.3. Grading. This work shall consist of establishing grade and cleaning ditches to restore bottoms and side slopes to drain as directed by the CO. The contractor shall remove and dispose of all debris and material excavated from this work off government property, unless otherwise authorized by the CO. The motor grader shall meet the minimum requirements as specified under Paragraph 4.5.1. This work will be paid for under Paragraph 4.7.1.
- 7.4. Topsoil.
- 7.4.1. General. Topsoil shall be contractor-furnished from outside the government boundaries. The material shall be a friable mixture rich in nutrients and capable of supporting growth of turf, and shall be free of vegetative material, stones and other waste materials.

7.4.2. Placement. Topsoil shall be placed in locations as directed by CO. Generally this will be used to repair existing roadway shoulders. When compacted by multiple passes of the motor grader wheels, the topsoil shall match the edge of pavement.

7.5. Payment.

7.5.1. Grading. No separate payment will be made for establishing grade, cleaning ditches, and removing material and debris. All costs in connection therewith shall be included in the contract unit price for "Road Grader"

7.5.2. Topsoil. Payment for the topsoil placed as required will be made at the contract unit price per cubic yard compacted for "Topsoil", which price and payment shall constitute full compensation for topsoil, furnishing, hauling, handling, placing the topsoil, compacting the topsoil, and establishing grade.

8. ROAD WORK

8.1. Scope. The work covered by this section of the specifications consists of furnishing all plant, labor, equipment and materials, and performing all work necessary to complete road extension, parking lot and road rehabilitation, including, aggregate base course, bituminous concrete surface course, leveling binder course, portland cement concrete surface, concrete curbs, patching, road widening, seal coat, slurry seal, reflective crack control treatment, crack sealing, joint sealing, geotextile, traffic striping, prime coat, tack coat, and road stone all as specified herein.

8.2. Quality Control.

8.2.1. General. The contractor shall establish and maintain quality control for all operations to assure compliance with contract requirements and maintain records of his quality control for all construction operations, including but not limited to the following:

- s) Aggregate base course (placing, compaction, gradation, etc.).
- t) Bituminous concrete course (temperature, placing, rolling, mix). A certificate of State inspection shall be submitted for each shipment of asphalt for the job.
- u) Leveling Binder Course (temperature, placing, rolling, mix).
- v) Portland Cement Concrete Surface (forms, mix, placing etc.).
- w) Concrete Curb (forms, mix, placing etc.).
- x) Patching.
- y) Road Widening.
- z) Seal Coat (base preparation and application of bituminous materials and aggregate).
- aa) Slurry Seal (temperature, mixing, and placing).
- bb) Reflective Crack Control Treatment.
- cc) Crack Sealing.
- dd) Joint Sealing.
- ee) Geotextile (material and installation).
- ff) Traffic Stripping.
- gg) Prime Coat.
- hh) Tack Coat.

- ii) Road Stone Surfacing (placing, gradation, etc.).
- jj) Fine Aggregate (placing, gradation, ect.).

8.2.2. Reporting. A copy of these records and tests, as well as corrective action taken, shall be furnished to the Government daily when work is underway.

8.3. Applicable Publications. The following publications of the current issues listed below form the basic requirements of the work specified herein. Unless specified all work shall be in accordance with the Illinois Department of Transportation (I.D.O.T.) State specification referenced, unless approved by the CO.

8.3.1. Illinois Standard Specification. The January 1, 1997 edition of the State of Illinois, Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction", unless otherwise specified. The term "Engineer" as used in the edition specified above shall be interpreted to mean "CO".

8.3.2. American Society for Testing and Materials (ASTM).

C 88-83	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
C 131-81	Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
C 136-84	Sieve Analysis of Fine and Coarse Aggregates
D 242-7	Mineral Fillers for Bituminous Paving Mixtures
D 2419-74	Sound Equivalent Value of Soils and Fine Aggregates

8.3.3. Federal Specifications.

TT-P-115	Paint, Traffic, Highway, White and Yellow
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8.4. General.

8.4.1. Road Damage. The contractor shall not move or operate any type of equipment of such weight or so loaded that it will cause damage to any portion of the pavement structure either being constructed or in existence, as determined by the CO.

8.4.2. Weather Conditions. Unless approved by the CO the contractor shall not perform any work when the weather conditions are not in conformance with the State standards.

8.4.3. Clean up. Upon completion of work specified herein the contractor shall clean the area of work of all materials and debris at no additional cost to the Government.

8.5. Patching.

8.5.1. Removal. The existing pavement structure shall be prepared for patched by the following procedure. A saw cut at least 2-inches deep (or 8" deep if roadway has stabilized base) shall be made around each area as delineated by the CO. Material within these areas shall then be removed to a depth of 12-inches below the existing surface. All materials removed for the patch shall become the property of the contractor and shall be disposed of off government property, unless authorized differently by the CO.

8.5.2. Subbase Compaction. The existing subbase shall be compacted by performing a minimum of three passes with a vibratory-plate compactor. Geotextile meeting the requirements of Paragraph 3.13 shall be placed on the compacted subbase.

- 8.5.3. Aggregate Base Course. Aggregate shall meet the requirements of the State of Illinois, January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 351. COARSE AGGREGATE, and shall be placed in three lifts of three inches. Each lift shall be compacted by three passes with a vibratory-plate compactor.
- 8.5.4. Prime Coat. An SS-1 emulsified asphalt prime coat shall be applied to existing vertical surfaces and the compacted aggregate base. The rate of prime application shall be 0.3 gallon per square yard. All work shall meet the State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class 1 for Prime Coat.
- 8.5.5. Bituminous Concrete. Contractor shall submit a mix design of the bituminous concrete to the CO prior to placement for approval. Bituminous material for the mix shall be AC-5. The mix shall be placed on the prime in two lifts with a total thickness of three inches. Each layer shall be compacted with a mechanical tamper, a vibrating tamper or a self-propelled roller. All work shall meet the State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I, Type 2.
- 8.6. Aggregate Base Course. Aggregate for base shall be CA-6 conforming to the requirements of State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 351, COARSE AGGREGATE. Aggregate base course shall be placed in maximum 4-inch lifts and compacted by means of a power tamper or roller.
- 8.7. Leveling Binder or Leveling Course. A leveling binder (course) shall be used in accordance with State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I, Type 2.
- 8.8. Bituminous Concrete Surface. A hot bituminous concrete surface shall be applied at the location and thickness directed by the CO. The job mix formula shall meet the requirements of paragraph 3.5.5 and be submitted by the Contractor for approval 5 days in advance of the beginning of work. Placement shall be in accordance with State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I, Type 2.
- 8.9. Tack Coat. Prior to placing Bituminous Concrete over any existing asphalt surface a tack coat of SS-1 Emulsified Asphalt shall be applied to the existing surface. The rate of tack coat application shall be 0.10 gallon per square yard. All work shall meet the State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I for Prime Coat.
- 8.10. Prime Coat. Prior to placing Bituminous Concrete or Seal Coat on an existing crushed stone base a prime coat of MC-30 Liquid Asphalt shall be applied to the existing surface. The rate of prime coat application shall be 0.3 gallon per square yard. All work shall meet the I State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, standards as specified in Section 406, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, Class I for Prime Coat.
- 8.11. Road Stone. Contractor shall provide CA-6 crushed limestone to locations directed by CO. This stone shall be tailgate delivered in 4-inch lifts. The stone and gradation shall be approved by the CO and shall meet applicable State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, standards as specified in Section 704, COARSE AGGREGATE.
- 8.12. Fine Aggregate. Contractor shall provide FA-8 crushed limestone to locations directed by CO. This stone shall be tailgate delivered in 2-inch lifts. The stone and gradation shall be approved by the CO and shall meet applicable State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction, standards as specified in Section 703, FINE AGGREGATES.

- 8.13. Geotextile. The geotextile shall be of non-woven or woven construction and consist of long chain polymeric fabric composed of polypropylene, polyethylene, polyester, polyamide or polyvinylidene-chloride and shall contain stabilizers and/or inhibitors added to the basic plastic, if necessary, to make the filaments resistant to deterioration due to ultra-violet and heat exposure. The fibers shall be oriented into a random web and stabilized whereby they retain their positions relative with each other. The geotextile shall be free of any chemical treatment or coating, which reduces permeability and shall be inert to chemicals commonly found in soil. The edge of the geotextile shall be finished to prevent the outer fiber from pulling away from the geotextile. The geotextile shall conform to the physical property requirements listed below.

Physical Property	Test Procedure	Acceptable Values*
Tensile Strength (wet)	ASTM D 1682	120 Lb. minimum in any principal direction
Elongation (wet)	ASTM D 1682	At least 15% but no greater than 80% in any principal direction
Coefficient of Water Permeability	Constant Head (50 mm)	At least 0.001 cm/sec. but not greater than 0.20 cm/sec.
**Equivalent Opening Method	Corps of engineers	No finer than No. 70 No coarser than No. 30 U.S. Standard Sieve
Puncture Strength	ASTM D 751***	75 pounds minimum
Mullen Burst Strength	ASTM D 3786	250 Lbs. per square inch, minimum

* Unless stated otherwise, all numerical values represent average roll values (i.e. any roll in a lot should meet or exceed the minimum value but not exceed the maximum value listed in the table.

** EOS applies only to geotextiles of woven construction

*** Tension testing machine with ring clamp, steel ball replaced with a 5/16 inch diameter solid steel cylinder with hemispherical tip centered within the ring clamp.

- 8.13.1. Shipment and Storage. The geotextile shall be furnished in a protective wrapping, which shall protect the geotextile from direct sunlight, ultra-violet rays, and temperatures greater than 140 degree Fahrenheit, mud, dirt, dust, and debris. To the extent possible the fabric shall be maintained wrapped in a heavy-duty protective covering.

- 8.13.2. Installation of the Geotextile. The geotextile shall be placed in the manner and location as directed by the CO. At the time of installation the geotextile shall be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, storage, or installation at no additional cost to the Government. The surface to receive the geotextile shall be prepared to a relatively smooth condition free of obstructions, depressions, and debris. Erosion features such as rills, gullies, etc. must be graded out of the surface before geotextile placement. The geotextile shall be laid smooth and free of tension, stress folds, wrinkles, or creases.

- 8.13.3. Protection of Geotextile. The geotextile shall be protected at all times during construction from contamination by surface run-off and any geotextile so contaminated shall be removed and replaced with uncontaminated geotextile. The Contractor at no cost to the Government shall replace any

geotextile damaged during its installation. The Contractor shall submit manufacturer's data indicating that the geotextile he proposes to use meets these standards.

- 8.14. Reflective Crack Control Treatment. The Co will direct the contractor to apply either a sheet or strip treatment at the location requiring reflective crack control treatment. All work shall meet the State of Illinois January 1, 1997 Standard Specifications for Road and Bridge Construction as specified in Section 443 REFLECTIVE CRACK CONTROL TREATMENT, System A and C.
- 8.15. Crack Sealing. All cracks to be sealed shall be thoroughly cleaned out and routed to remove all dirt, sand, stone, vegetation, or other foreign material. The crack, joint, or fissure to be repaired shall be cleaned to a depth of not less than one-half (1/2) the total thickness of the pavement. The sealant materials shall adhere to the crack walls and provide a tough, flexible membrane that bridges the crack and seals the pavement against water intrusion. The material may be either squeegeed flush with the crack surface or allowed to bead over the crack edges and may be left exposed to the elements without over coating. Crack sealant shall be Trugaurd Crack Sealant as manufactured by Owens/Corning Fiberglass. Contractor may submit other equal products to the CO, before submitting the bids, for approval. Areas with cracking greater than one (1) inch will be covered under paragraph 3.5, Patching. Traffic will not be allowed on the sealed area until a tough membrane is formed which can be subjected to traffic without "pick-up", normally one hour minimum. The sealant shall be compatible with coal tar and asphalt sealers used in seal-coating pavements and retain its flexible and elastic properties to below freezing temperatures. The sealant shall not bleed when exposed to high ambient temperatures.
- 8.16. Joint Sealer
 - 8.16.1. General. The Joint Sealer work shall consist of a polyurethane elastomeric joint sealer, SikaFlex-15LM as manufactured by the Sika Corporation or approved equal. The joint sealer shall be applied in accordance with the manufacturers' specifications. The joint sealant shall be applied at locations directed by the CO.
 - 8.16.2. Surface Preparation. Contractor shall remove the existing joint filler or sealant necessary to facilitate the installation of the new sealant. All joint surfaces must be clean, sound, and dry. Joint surfaces shall be free of oils, grease, dirt, and any other foreign matter that might prevent bonding. A surface primer and backer rod shall be used in accordance with manufactures' specifications.
- 8.17. Slurry Seal
 - 8.17.1. General. The slurry seal surface shall consist of a mixture of emulsified asphalt, mineral aggregate, and water; properly proportioned, mixed, and spread evenly on the surface as specified herein and as directed by the CO. The cured slurry shall have a homogenous appearance, fill all cracks, adhere firmly to the surface, and have a skid resistant texture.
 - 8.17.2. Asphalt Emulsion. The emulsified asphalt shall be of type SS-1h or CSS-1h asphalt emulsion.
 - 8.17.3. Aggregate. The mineral aggregate shall consist of natural or manufactured sand, slag, crushed fines, and others or a combination thereof. Smooth-textured sand of less than 1.25 % water absorption shall not exceed 50 % of the total combined aggregate. The aggregate shall be clean and free from vegetable matter and other deleterious substances. When tested by ASTM D2419, the aggregate blend shall have a sand equivalent of not less than 45 %. When tested according to ASTM C88 the aggregate shall show a loss of not more than 15 %. When tested according to ASTM C131 the aggregate shall show a loss of not more than 35 %.
 - 8.17.3.1. Mineral fillers such as Portland cement, limestone dust, fly ash, and others shall be considered as part of the blended aggregate and shall be used in minimum required amounts. They shall meet the gradation requirements of ASTM D242. Mineral fillers shall only be used if needed to improve the workability of the mix or gradation of the aggregate.

8.17.3.2. The combined mineral aggregate shall conform to the following gradation when tested as specified above.

Sieve Size	Type 1 Passing Percent
½ (12.5mm)	100
3/8 (9.5mm)	100
No. 4 (4.75mm)	100
No. 8 (2.36mm)	90 – 100
No. 16 (1.88mm)	65 – 90
No. 30 (600 um)	40 – 60
No. 50 (300 um)	25 – 42
No. 100 (150 um)	15 – 30
No. 200 (75 um)	10 – 20
Theoretical Asphalt Content % Dry Aggregate	10 – 16

8.17.4. Water. All water used with the slurry mixture shall be potable and free from harmful soluble salts.

8.17.5. Laboratory Testing. Sources of all materials shall be selected prior to the time the materials are required for use in the work. All samples shall be taken according to procedures previously mentioned. All materials shall be pretested in a qualified laboratory as to their suitability for use in slurry. The theoretical asphalt content shall be determined. The laboratory shall also determine if mineral filler is required, and if so, how much should be used. Test samples shall be made and tested on a Wet Track Abrasion Machine. A complete laboratory analysis and test report accompanied by abraded and unabraded slurry test samples shall be submitted by the Contractor before the job starts.

8.17.6. Stockpiling of Aggregates. Precautions shall be taken to insure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

8.17.7. Storage. The Contractor shall provide suitable storage facilities for the asphalt emulsion. The container shall be equipped to prevent water from entering the emulsion. Suitable heat shall be provided if necessary to prevent freezing.

8.17.8. Sampling. The Contractor shall furnish samples of materials and of the finished slurry surface during progress of the work. Test reports may be requested from the Contractor as additional materials arrive.

8.17.9. Equipment. All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working order at all times. Descriptive information on the slurry mixing and applying equipment to be used shall be submitted for approval not less than five (5) days before the work starts.

- 8.17.9.1. **Slurry Mixing Equipment.** The slurry-mixing machine shall be continuous flow mixing unit and be capable of delivering accurately a predetermined proportion of aggregate, water and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together. Nonviolent mixing shall be permitted. The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed. The fines feeder shall be used whenever added mineral filler is a part of the aggregate blend.
- 8.17.9.2. **Slurry Spreading Equipment.** Attached to the mixer machine shall be a mechanical type squeegee distributor equipped with flexible material in contact with the surface to prevent loss of slurry from the distributor. It shall be maintained so as to prevent loss of slurry on grades and crown by adjustments to assure uniform spread. There shall be a steering device and a flexible strike off. The spreader box shall have an adjustable width. The box shall be kept clean, and build-up of asphalt and aggregate on the box shall not be permitted. The use of burlap drags or other drags shall be approved by the COR.
- 8.17.9.3. **Cleaning Equipment.** Power brooms, power blowers, air compressors, water flushing equipment, and hand brooms shall be suitable for cleaning the surface and cracks of the old surface.
- 8.17.9.4. **Auxiliary Equipment.** Hand squeegees, shovels and other equipment shall be provided as necessary to perform work.
- 8.17.10. **Surface preparation.** Immediately prior to applying the slurry, the surface shall be cleaned of all loose material, silt, spots, vegetation, and other objectionable material. Any standard cleaning method used to clean pavements will be acceptable, except water flushing will not be permitted in areas where considerable cracks are present in the pavement surface. The COR shall give final approval of the surface.
- 8.17.11. **Composition and Rate of Application of the Slurry Mix.** The amount of asphalt emulsion to be blended with the aggregate shall be that as determined by the laboratory report after final adjustments in the field. A minimum amount of water shall be added as necessary to obtain a fluid and homogenous mixture. The rate of application shall be a least 6 pounds per square yard but not greater than 8 pound per square yard.
- 8.17.12. **Weather Limitations.** The slurry seal surface shall not be applied if either the pavement or air temperature is 55 degrees F or below and falling, but may be applied when both air and pavement temperature is 45 degrees F or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time.
- 8.17.13. **Traffic Control.** Suitable methods such as barricades, flagmen, pilot cars, etc., shall be used to protect the uncured slurry surface from all types of traffic. Any damage to the uncured slurry will be the responsibility of the Contractor. The CO shall give final approval as to the method used.
- 8.17.14. **Application of the Slurry Surfaces.** The surface may be pre-wetted by fogging ahead of the slurry box if required by local conditions. Water used in pre-wetting the surface shall be applied at such a rate that the entire surface is damp with no apparent flowing water in front of the slurry box. The slurry mixture shall be of the desired consistency when deposited on the surface and no additional elements shall be added. Total time of mixing shall not exceed four minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate will be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry shall

be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spreader. No streaks such as caused by oversized aggregate shall be left in finished pavement. Concrete parking blocks removed prior to placing the slurry seal shall be replaced and anchored after the seal has been applied, or stored.

8.17.14.1. Joints. No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints.

8.17.14.2. Hand Work. Approved squeegees shall be used to spread slurry in non-accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from handwork.

8.17.14.3. Curing. Treated areas shall be allowed to cure until such time as the CO permits their opening to traffic.

8.17.15. Parking Block Removal and Reinstallation. The existing concrete parking blocks shall be removed prior to starting work in the respective areas and shall be reinstalled after completing all work in steel rods to 2-inches below the top surface of the parking block. The Contractor shall be responsible for replacing any concrete parking these immediate areas. The Contractor shall reinstall all the parking blocks, at locations directed by the CO, by driving #4 or #5 x 3'-0" blocks which he cracks or breaks at no additional cost to the Government.

8.18. Seal Coat

8.18.1. General. Seal coat shall be applied at the locations indicated by the CO. All work shall meet the ILLINOIS Standard Specifications for Road and Bridge Construction as specified in SECTION 403, BITUMINOUS SURFACE TREATMENT (Class A-1, A-2, A-3).

8.18.2. Surface Preparation. Existing treated surfaces shall be cleaned by the use of shovels, hand or power brooms, or scrapers, so as to remove all mud, matted earth, dust, and other foreign materials. Special care shall be taken to clean the edges of the surface. Where a considerable mat of mud or earth exists, it shall be removed long enough in advance of the application of bituminous materials to allow the surface to become thoroughly dry. Any surplus material such as mated bituminous material or excess aggregate previously spread and not definitely bonded to the surface shall be scraped and swept. Material cleaned from the surface shall be removed from Government property.

8.18.3. Materials. Bituminous material sealer shall be RS-2 or an approved alternate. Stone cover shall be crushed limestone aggregate with a CA-16 gradation in Illinois.

8.18.4. Application. Application rates shall be 0.3 gallons per square yard of RS-2 bituminous material sealer and 20 pounds per square yard of aggregate; however, the CO may direct these rates to vary as dictated by field conditions. Bituminous materials shall be applied by means of a hydrostatic pressure distributor. Application shall be uniform in quantity and under such pressure as to thoroughly coat the stone. Hand pouring pot, or hose and nozzle shall not be used except where special conditions make it impractical to use the distributor.

8.18.4.1. Application of hot bituminous material shall not be made further than 15 minutes in advance of the application of covering aggregate. To insure the above procedure, only that part of the distributor tank capacity shall be applied as will be covered before the bituminous material has had time to cool appreciably from application temperatures.

8.18.4.2. Extreme care shall be taken during the application of bituminous material to protect curbs, sidewalks and adjacent structures from discoloration or damage. The curbs may be protected by the use of lime paste, canvas baffles, or by the use of a metal or other means. The contractor at his expense shall repair any curbs or structures damaged during construction.

8.18.4.3. Aggregate shall be applied by means of a mechanical spreader, which will accurately measure and uniformly spread the material in the required amount. All portions of the surface not

covered by mechanical spreader shall be hand spotted so that the entire surface will be uniformly covered. The surface shall then be rolled. A power driven pneumatic tired roller weighing not less than five (5) tons shall be used. Rolling shall be carried on longitudinally beginning at the edges of the pavement and shall proceed on each side toward the center of the pavement, overlapping on successive trips by at least one-half (2) the width of the rear wheel. The roller shall be operated in such a manner as to avoid horizontal displacement of the material.

8.18.4.4. After the aggregate has been placed and rolled and the bituminous material is totally cured, any loose aggregate shall be removed. Removed material shall be stockpiled at a location directed by the CO.

8.18.5. Parking Block Removal and Reinstallation. The existing concrete parking blocks shall be removed prior to starting work in the respective areas and shall be reinstalled after completing all work in these immediate areas. The Contractor shall reinstall all the parking blocks, at locations directed by the CO, by driving #4 or #5 x 3'-0" steel rods to 2-inches below the top surface of the parking block. The Contractor shall be responsible for replacing any concrete parking blocks, which he cracks or breaks, at no additional cost to the Government.

8.19. Road Widening. This work will be limited to areas 3 feet or less beyond existing pavement edge. Widening shall consist of a sawcut along edge of existing bituminous concrete, removal of shoulder materials to a depth of 12 inches, compaction of subbase, placement of Geotextile, placement of 9-inches (3-3 inch lifts) of compacted aggregate base course as specified in 3.5.3, priming with MC-30, and surfacing with 3-inches of bituminous concrete as specified in 3.5.5. Aggregate base course and bituminous concrete shall be as approved by the CO. The CO will direct the exact configuration of the widening. No road widening excavation will be left open overnight.

8.20. Portland Cement Concrete Surface. Portland cement concrete surface with reinforcement and forms shall be applied at the location and thickness as directed by the CO. Portland cement concrete pavement shall conform to the State of ILLINOIS January 1, 1997, standard Specifications for Road and Bridge Construction as specified in SECTION 420, PORTLAND CEMENT CONCRETE PAVEMENT, Class PV.

8.21. Concrete Curbs. Concrete curb shall conform to the State of ILLINOIS January 1, 1997, standard Specifications for Road and Bridge Construction as specified in SECTION 606, CONCRETE GUTTER, CONCRETE CURB, CURB AND GUTTER, CONCRETE MEDIAN, PAVED DITCH. Concrete COMBINATION curbs shall meet the Configuration as shown in Appendix A unless otherwise specified by the CO. Contractor shall backfill and patch back with suitable materials. Work locations shall be as directed by the CO.

8.22. Traffic Striping and Arrows. Painting of the parking areas and road traffic striping, markings and arrows shall conform to the details as provided by the CO. All striping shall be four inches wide with sharp, distinct edges. Traffic paint shall conform to Federal Specification TT-P-115, yellow or white as applicable.

8.23. Bituminous Surface removal. All Bituminous surface removal shall be performed in conformance with the State of ILLINOIS Department of Transportation Standard Specifications for Road and Bridge Construction dated 1 January 1997 section 440. All materials generated as a result of this work will be disposed of off government property.

8.24. Measurement and Payment.

8.24.1. Patching. Patching will be measured for payment by the square yard. Payment for patching will be made at the applicable contract unit price per square yard for "patching". Payment shall constitute full compensation for furnishing equipment, materials and labor required to saw cut the existing

bituminous concrete surface, remove existing material, compact subbase, furnish and install Geotextile, furnish and compact aggregate base material, prime coat, and place and compact bituminous concrete, and dispose of all removed materials.

8.24.2. Road Widening. Road widening will be measured for payment by the square yard. Payment for the road widening will be made at the contract unit price per square yard for "Road Widening", which price and payment shall constitute full compensation for furnishing all equipment, materials, and labor required to make sawcut, remove materials, compact subbase, furnish and place geotextile, place and compact aggregate base, place prime coat, place and compact surfacing and dispose of all removed materials.

8.24.3. Leveling Binder (Leveling Course).

8.24.3.1. Measurement. The leveling binder will be measured for payment by the ton (2,000 pounds). Weights will be determined from certified weight tickets, which shall be furnished by the Contractor without additional cost to the Government. A certified weight ticket shall be defined as each truck being weighed empty, and again when loaded and the ticket, identified by the Contractor's name and the contract number, signed by the approved quarry representative with the statement "certified correct". This procedure will be followed for each load hauled. The Contractor shall verify the accuracy and completeness of each ticket before submitting it to the Government. He shall initial each ticket to reflect his verification. The Contractor shall furnish certification stating the scales used were tested and approved by the local authority.

8.24.3.2. Payment. Payment for the leveling binder as required, will be made at the contract unit price per ton for "leveling binder", which price and payment shall constitute full compensation for all costs of furnishing, hauling, handling, placing and compacting the leveling binder.

8.24.4. Bituminous Concrete Surface.

8.24.4.1. Measurement. The Bituminous concrete surface will be measured for payment by the ton (2,000 pounds). Weights will be determined from certified weight tickets, which shall be furnished by the Contractor without additional cost to the Government, all in accordance with paragraph 3.21.3.1.

8.24.4.2. Payment. Payment for the bituminous concrete surface will be made at the contract unit price per ton for "Bituminous Concrete Surface" which price and payment shall constitute full compensation for furnishing, hauling, handling, placing and compacting the bituminous concrete surface.

8.24.5. Geotextile. Geotextile will be measured for payment by the square yard. Payment for the geotextile will be made at the applicable contract unit price per square yard for "Geotextile" which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing surface, and furnish and place the geotextile, except that geotextile used in patching or widening will not be paid for separately.

8.24.6. Reflective Crack Control Treatment. Reflective crack control treatment will be measured as follows: "Reflective Crack Control System A" will be measured per square yard and "Reflective Crack Control System C" will be measured per linear foot. Payment for reflective crack control treatment will be at the contract unit price per square yard for "Reflective Crack Control System A" and at the contract unit price per linear foot for "Reflective Crack Control System C", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare existing surface, apply fabric and tack coat.

8.24.7. Slurry Seal. The slurry seal will be measured for payment by the square yard. Payment for the slurry seal will be at the contract unit price per square yard for "Slurry Seal", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the

- existing surface, and mix and place the slurry seal. The removal and replacement of parking blocks is to be included in the square yard unit price.
- 8.24.8. Crack Sealing. Crack sealing will be measured for payment in gallons used. Contractor shall furnish certified statements and invoices, which verify quantity used. Payment for the crack sealing will be made at the applicable contract unit price per gallon for "Crack Seal", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing cracks and place sealant materials.
- 8.24.9. Joint Sealing. Joint sealing will be measured for payment in gallons used. Contractor shall furnish certified statements and invoices, which verify quantity used. Payment for the joint sealing will be made at the applicable contract unit price per gallon for "Joint Seal", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing joints and place sealant materials.
- 8.24.10. Portland Cement Concrete Surface. Portland cement concrete surface will be measured for payment by the cubic yard. Payment for Portland cement concrete surface will be made at the contract unit price per cubic yard for "Portland Cement Concrete Surface", which price and payment shall constitute full compensation for the necessary equipment, materials and labor required to construct base, subbase, forms, reinforcement, concrete, and finishing.
- 8.24.11. Concrete Curbs. Concrete curbs will be measured for payment by the linear foot. Payment for concrete curbs will be made at the contract unit price per linear foot for "Concrete Curb", which price and payment shall constitute full compensation for furnishing the necessary equipment, material and labor for excavating and back filling and placing curbs.
- 8.24.12. Prime Coat. Prime coat will be measured for payment by the gallon. Contractor shall furnish certified statements and invoices, which verify quantity used. Payment for the prime coat will be made at the applicable contract unit price per gallon for "Prime Coat", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to apply the prime coat and preparing receiving surface, except that prime coat used in conjunction with patching or widening will not be paid for separately.
- 8.24.13. Tack Coat. Tack coat will be measured for payment by the gallon. Contractor shall furnish certified statements and invoices, which verify quantity used. Payment for the tack coat will be made at the applicable contract unit price per gallon for "Tack Coat", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to apply the tack coat and preparing receiving surface.
- 8.24.14. Seal Coat. Seal coat will be measured for payment by the square yard. Payment for the seal coat will be at the contract unit price per square yard for "Seal Coat", which price and payment shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing surface and applying the seal coat and aggregate. The removal and replacement of parking blocks are to be included in the square yard unit price.
- 8.24.15. Road Stone. Road Stone will be measured for payment by the ton (2,000 pounds). The weights to be paid for will be determined from certified weight tickets as furnished by the Contractor in accordance with paragraph 3.24.3.1. Payment for the road stone will be made at the applicable contract unit price per ton for "Road Stone", which prices and payments shall constitute full compensation for all costs of furnishing, hauling, and tailgating.
- 8.24.16. Fine Aggregate. Fine Aggregate will be measured for payment by the ton (2,000 pounds). The weights to be paid for will be determined from certified weight tickets as furnished by the Contractor in accordance with paragraph 3.24.3.1. Payment for the road stone will be made at the applicable

contract unit price per ton for "Fine Aggregate", which prices and payments shall constitute full compensation for all costs of furnishing, hauling, and tailgating

8.24.17. Traffic Striping and Arrows. Traffic striping and arrows will be measured for payment by the square foot. Payment for parking areas and traffic striping, markings and arrows will be made at the applicable contract unit price per square foot for "Traffic Striping and Arrows" which price and payment shall constitute full compensation for all plant, labor and materials necessary for furnishing and installing traffic striping, arrows, markings and lettering.

8.24.18. Bituminous Surface Removal. Bituminous surface removal will be measured for payment by the square yard. Payment will be made at the applicable contract price per square yard for "Bituminous Surface Removal". Payment will constitute full compensation for all Equipment, Labor and Materials necessary to remove bituminous surface up to the specified depth by the use of a self-propelled planing machine or a self-propelled milling machine and the disposal of all materials generated as a result of this work.

9. RENTAL OF EQUIPMENT WITH OPERATING PERSONNEL

9.1. Scope. The equipment described within this section shall be used for performing required operations in connection with the general scope of work of this contract and in accordance with specifications contained in this contract and/or delivery order drawings.

9.1.1. Rental Prices. The rental prices for equipment shall include equipment, equipment operators, and such other personnel or equipment as necessary for operation of the equipment at the worksite, fuel, lubricants, and repairs. The equipment furnished shall be of standard make and the capacities indicated herein. Personnel furnished as operators for this equipment shall be thoroughly qualified in the use of equipment in order that maximum capacity may be obtained. All equipment and labor furnished by the Contractor shall be subject to the approval of the Contracting Officer.

9.2. Delivery and Release of Equipment.

9.2.1. Delivery of Equipment. The Contractor shall deliver the necessary equipment with personnel to the worksite of each delivery order and begin work as required by each delivery order.

9.2.2. Release of Equipment. Upon completion and acceptance of the work, the C O will release the equipment to the Contractor.

9.3. Operating and Working Time.

9.3.1. Operating Time. The equipment shall be available for operation a minimum of an eight (8) hour day basis, for a minimum of five (5) days per week (Monday through Friday), weather and other conditions permitting. No work will be performed when soil and/or weather conditions, in the opinion of the Contracting Officer, or his representative at the site, will not permit efficient and economical operations.

9.3.2. Suspension of Operations. Should soil and/or weather conditions develop during the life of the delivery order, which will, in the opinion of the field representative of the Contracting Officer, make further work impracticable or undesirable, the Contractor will be ordered to suspend operations until such time as the working conditions improve and become suitable for further work to proceed. The Contractor shall be required to recommence work within 48 hours. No adjustment in contract price will be made to the Contractor, resulting from any suspension of work up to and including thirty (30) consecutive days, however the delivery order work period will be extended for each working day that operations are suspended. If work is to be suspended for over thirty (30) consecutive calendar days after the receipt of the suspension order, the Contracting Officer will provide one of the following directions:

- d. Remobilization. If it is in the best interest of the Government, all equipment will be directed to demobilized until such time as working conditions improve and become suitable for further work to proceed. At such time the Contractor will be directed to remobilize and complete all remaining work. An equitable adjustment pursuant to the "Changes" Clause will be made for the additional mobilizations and demobilization costs.
- e. Price Adjustment. The suspension may be ordered to remain in effect until such time as working conditions improve and become suitable for further work to proceed. An equitable adjustment in contract price in accordance with the Contract Clause entitled, "Suspension of Work," will be made for any suspension in excess of thirty (30) consecutive calendar days.
- f. Termination. Delivery order items for work required within the specifications of this section and for work directly associated with the performance of the specifications of this section may be terminated in accordance with the Contract Clause entitled, "Termination for Convenience of the Government."

9.4. Maintenance and Replacement Of Equipment.

- 9.4.1. Maintenance. The Contractor shall make repairs and maintenance of equipment, and the working equipment shall be in safe and good working condition when furnished and shall be kept in safe and good working condition when in use. The Contractor shall keep small repair parts and replacements shall be made with a minimum of lost time and in a manner satisfactory to the C O. The Contractor shall furnish all fuel, grease, and other operating supplies as required for the proper operation of the equipment. Costs for the foregoing shall be included in the contract unit prices and no separate payment therefore will be made.
- 9.4.2. Replacements. The Contractor to the satisfaction of the C O shall promptly replace any equipment, which in the opinion of the C O, proves to be deficient in quality as the work progresses. If the Contractor does not promptly make such deficient equipment good, the C O reserves the right to terminate the use of such equipment.

9.5. Equipment

- 9.5.1. Motor Grader. The Contractor shall provide a motor grader and operator for the purpose of grading crushed stone roads. The motor grader shall be equal to a Caterpillar Number 12 having a minimum flywheel horsepower rating of 115 or approved equal for the purpose of grading crushed stone roads. Motor grades shall have a minimum blade length of 12 feet. The CO shall determine work periods and locations.
- 9.5.2. Backhoe. The Contractor shall provide a rubber tired backhoe and operator. The backhoe shall be equal to a John Deere 510B having a minimum flywheel horsepower rating of 70 and a backhoe bucket of 24-inch width. The CO shall direct work periods and locations.
- 9.5.3. Roller. The Contractor shall provide a vibratory roller and operator. The roller shall be equal to a Raygo Model 7024A, having a minimum flywheel horsepower rating of 115. CO shall direct work periods and locations.
- 9.5.4. Dump Truck. The Contractor shall provide a dump truck with tandem rear axles and driver. The truck shall have a minimum load capacity of 12 tons. The CO shall direct work periods and locations.
- 9.5.5. Front End Loader. The Contractor shall provide a tracked front end loader and operator. The front end loader shall be equal to an International 175 having a minimum flywheel horsepower rating of 175 and a loading bucket with a minimum capacity of one cubic yard. The CO shall direct work periods and locations.
- 9.5.6. Hydraulic Excavator-The Contractor shall provide a Hydraulic Excavator with a horizontal reach of at least 25 ft. and a bucket size of no less than 2 CY and operator. The CO shall direct work periods and locations.

9.5.7. Dozer. The contractor shall provide a tracked dozer with operator and a draw bar minimum horsepower rating of 165 and a blade attachment for shaping and grading. The CO shall direct work periods and locations.

9.6. Measurement.

9.6.1. Equipment Rental. Measurement for equipment rental will be computed by the C O in hours of productive operation. In computing the number of hours of productive operation, only the time of actual operation will be considered. Standby or idle time, including lunch periods when equipment is not operating, will not be paid for, except that time up to 15 minutes per 8-hour day spent in refueling, greasing, oiling, breakdowns, or in replacing of parts will be paid for. Hours of actual operation shall also include site-to-site mobilizations within each contract area and time spent receiving field instructions from the C O.

9.7. Payment.

9.7.1. Equipment Rental with Operator. Payment for all equipment rental with operators under this section will be made at the respective contract unit price per hour for "(EQUIPMENT DESCRIPTION)," which price and payment shall constitute full compensation for the cost of equipment, operator, fuel, materials, supplies, repairs and support equipment necessary to complete the work specified within each delivery order.

9.7.2. Mobilization and Demobilization. Payment for mobilization and demobilization of all Contractor equipment will be made at the applicable contract unit price per each for "(EQUIPMENT DESCRIPTION), Mobilization and Demobilization" for each piece of equipment listed on bidding schedule, which prices shall constitute full compensation for the cost of equipment, operator, fuel, materials, supplies, repairs and support equipment necessary to deliver each piece of equipment to the worksite, on the ground and in operating condition and to remove each piece of equipment from the worksite.

10. ESTABLISHMENT OF TURF

10.1. Scope. The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for seeding, fertilizing, liming, mulching, and watering the area as specified herein.

10.2. Quality Control.

10.2.1. General. The Contractor shall establish and maintain quality control for all operations herein specified to assure compliance with contract specifications and shall maintain records of his quality control for all construction operations including but not limited to, the following:

- f. Preparation of ground surface.
- g. Fertilizing and liming
- h. Mulching
- i. Soil stabilization
- j. Watering

10.2.2. Reporting. A copy of these records and tests, as well as the records of corrective action taken, shall be furnished to the Government daily.

10.3. Areas To Be Treated. Turf shall be established on all areas of new topsoil, shoulder work, and ditch cleaning. All other disturbed areas as specified in paragraph 1, ENVIRONMENTAL PROTECTION, shall be seeded by the Contractor at no expense to the Government.

10.4. Commencement, Prosecution, And Completion. Seeding operations shall be performed between 1 April and 15 October. Seed, fertilizer, limestone and mulch shall be applied at the specified rates in accordance with standard horticultural practices for establishing new turf.

10.5. Materials.

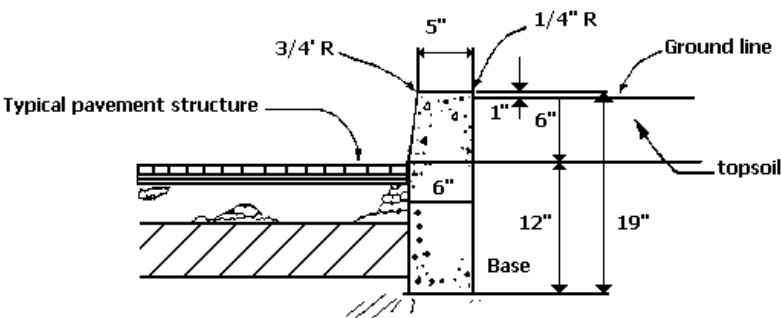
10.5.1. Seed. Seed shall be fresh new crop and furnished in sealed containers. Wet, moldy or otherwise damaged seed will not be acceptable. Seed shall further conform to following:

Kind of Seed	Min. lbs per acre	Min. Purity (%)	Max. Germinati (%)	Weed Content (%)
Tall Fescue	50	97	85	0.8
Perennial Rye Grass	60	98	85	0.8

10.6. Inspection and Acceptance. Acceptance of seeded areas will be based upon having a dense, well-rooted turf, capable of preventing all erosion. Grass areas showing signs of erosion, ruts, etc. will not be acceptable.

10.7. Measurement and Payment. Establishment of turf will be measured for payment by the square yard. Payment will be made at the contract unit price per square yard for "Establishment of Turf", which price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment for application of fertilizer, limestone, seeding, mulching and watering.

Appendix A



CONCRETE CURB DETAIL

NO SCALE